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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

[UNDER SEAL],
Plaintiffs,
vs.
[UNDER SEAL],
Defendants.

Case No.:
**COMPLAINT FOR VIOLATIONS OF
THE FALSE CLAIMS ACT**
DEMAND FOR JURY TRIAL
**[FILED IN CAMERA AND UNDER SEAL
PURSUANT TO 31 U.S.C. § 3730(b)(2)]**

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9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF ILLINOIS**

11 UNITED STATES OF AMERICA *ex rel.* PPP
12 ELIGIBILITY EXPERTS LLC, Case No.: [1:24-cv-09837](#)

13 Plaintiffs,

14 vsv.

15 **NAPLETON'SNAPLETON'S** ARLINGTON
16 HEIGHTS MOTORS, INC. dba
17 **NAPLETON'SNAPLETON'S** ARLINGTON
18 HEIGHTS CHRYSLER DODGE JEEP RAM;
19 ED NAPLETON ELMHURST IMPORTS,
20 INC. dba ED NAPLETON ACURA; ED
21 NAPLETON WESTMONT IMPORTS, INC.
22 dba NAPLETON WESTMONT PORSCHE;
23 **NAPLETON'SNAPLETON'S** AUTOWERKS,
24 INC. dba LOVES PARK MERCEDES;
25 **NAPLETON'SNAPLETON'S** RIVER OAKS
26 MOTORS, INC. dba
27 **NAPLETON'SNAPLETON'S** RIVER OAKS
28 CHRYSLER DODGE JEEP RAM; ED
NAPLETON CALUMET CITY IMPORTS,
INC. dba NAPLETON RIVER OAKS
HYUNDAI; NAPLETON AUTOMOTIVE OF
URBANA, LLC dba GENESIS OF URBANA,
NAPLETON'SNAPLETON'S AUTO PARK
OF URBANA, **NAPLETON'SNAPLETON'S**
URBANA MITSUBISHI,
NAPLETON'SNAPLETON'S HYUNDAI OF
URBANA, **NAPLETON'SNAPLETON'S** KIA
OF URBANA, **NAPLETON'SNAPLETON'S**
MAZDA OF URBANA,
NAPLETON'SNAPLETON'S
VOLKSWAGEN OF URBANA;
NAPLETON'SNAPLETON'S

Judge: [Honorable Jeffrey I. Cummings](#)
Magistrate Judge: [Honorable Young B. Kim](#)

**FIRST AMENDED COMPLAINT FOR
VIOLATIONS OF THE FALSE CLAIMS
ACT INCLUDING:**

**(1) CAUSE OF ACTION FOR
SUBMISSION OF FALSE CLAIM 31
U.S.C. § 3729(a)(1)(A);**
**(2) CAUSE OF ACTION FOR FALSE
STATEMENT IN SUPPORT OF FALSE
CLAIM 31 U.S.C. § 3729(a)(1)(B);**
**(3) CAUSE OF ACTION FOR
CONSPIRACY TO VIOLATE THE
FALSE CLAIMS ACT 31 U.S.C. §
3729(a)(1)(C); AND**
**(4) CAUSE OF ACTION FOR
AVOIDANCE OF OBLIGATION TO PAY
GOVERNMENT 31 U.S.C. § 3729(a)(1)(G)**

DEMAND FOR JURY TRIAL

**{FILED IN CAMERA AND UNDER SEAL
PURSUANT TO 31 U.S.C. § 3730(b)(2)}**

1 SCHAUMBURG PONTIAC-GMC INC. dba
2 NAPLETON'SNAPLETON'S
3 SCHAUMBURG BUICK GMC; NAPLETON
MOTOR CORP dba NAPLETON SUBARU,
PORSCHE ROCKFORD; NAPLETON
URBANA IMPORTS LLC dba
4 NAPLETON'SNAPLETON'S AUTO PARK
OF URBANA, NAPLETON'SNAPLETON'S
5 TOYOTA OF URBANA,
NAPLETON'SNAPLETON'S SCION OF
6 URBANA; NAPLETON'SNAPLETON'S
PARK RIDGE LINCOLN INC. dba
7 NAPLETON LINCOLN;
NAPLETON'SNAPLETON'S RIVER OAKS
8 CADILLAC, INC. dba
NAPLETON'SNAPLETON'S RIVER OAKS
9 CADILLAC; NAPLETON'SNAPLETON'S
SCHAUMBURG SUBARU INC. dba
10 NAPLETON'SNAPLETON'S
SCHAUMBURG SUBARU;
11 NAPLETON'SNAPLETON'S
COUNTRYSIDE MOTORS, INC. dba
12 NAPLETON'SNAPLETON'S
COUNTRYSIDE MAZDA; NAPLETON
13 SCHAUMBURG MOTORS, INC. dba
NAPLETON'SNAPLETON'S
14 SCHAUMBURG MAZDA; NAPLETON
LIBERTYVILLE, INC. dba NAPLETON
15 MAZDA OF LIBERTYVILLE;
NAPLETON'SNAPLETON'S AUTOWERKS
16 OF BOURBONNAIS, INC. dba MERCEDES-BENZ OF BOURBONNAIS;
17 NAPLETON'SNAPLETON'S PALATINE
MOTORS HOLDING, INC. dba
18 NAPLETON'SNAPLETON'S PALATINE
MAZDA; FRAN NAPLETON LINCOLN,
19 INC. dba NAPLETON LINCOLN OF BLUE
ISLAND; ED NAPLETON OAK LAWN
20 IMPORTS, INC. dba ED NAPLETON
HONDA IN OAK LAWN; NAPLETON
21 AURORA IMPORTS, INC. dba
NAPLETON'S VALLEY HYUNDAI;
22 NAPLETON'S GOLDCOAST IMPORTS,
INC. dba NAPLETON'S ASTON MARTIN
23 DOWNERS GROVE, NAPLETON
MASERATI DOWNERS GROVE; STEVE
24 FOLEY CADILLAC, INC.; NAPLETON 1050,
INC. dba NAPLETON CADILLAC OF
25 LIBERTYVILLE; NAPLETON 6677, INC. dba
LAND ROVER ROCKFORD, JAGUAR
26 ROCKFORD; NAPLETON FLEET, INC. dba
NAPLETON FLEET GROUP; NORTH
27 AMERICAN AUTOMOTIVE SERVICES.

1 INC. dba CASH4TECHS; OAK HILL
2 MARKETING; SESSLER FORD, INC. dba
3 NAPLETON FORD LIBERTYVILLE;
4 NAPLETON CARMEL MOTORS, LLC dba
5 NAPLETON HYUNDAI OF CARMEL;
6 NAPLETON'SNAPLETON'S AUTOWERKS
7 OF INDIANA, INC. dba NAPLETON
8 SCHERERVILLE MERCEDES; NAPLETON
9 FISHERS IMPORTS, LLC dba NAPLETON
10 KIA OF FISHERS; NAPLETON CARMEL
11 IMPORTS, LLC dba NAPLETON KIA OF
12 CARMEL; NAPLETON 1301 INC. dba
13 NAPLETON NISSAN SCHERERVILLE;
14 NAPLETON ITALIAN IMPORTS, LLC dba
15 NAPLETON MASERATI OF
16 INDIANAPOLIS, NAPLETON ALFA
17 ROMEO OF INDIANAPOLIS; NAPLETON
18 TWIN CITIES IMPORTS LLC dba LEXUS
19 OF WAYZATA; NAPLETON WAYZATA
20 MOTORS, LLC dba CHEVROLET OF
21 WAYZATA; NAPLETON ROCHESTER
22 IMPORTS, LLC dba MERCEDES-BENZ OF
23 ROCHESTER; ED NAPLETON ST. LOUIS
24 IMPORTS, INC. dba ED NAPLETON
25 HONDA ST PETERS;
26 NAPLETON'SNAPLETON'S MID RIVERS
27 MOTORS, INC. dba
NAPLETON'SNAPLETON'S MID RIVERS
CHRYSLER DODGE JEEP RAM FIAT;
NAPLETON HAZELWOOD IMPORTS, LLC
dba NAPLETON HYUNDAI; NAPLETON
MID RIVERS IMPORTS INC. dba
NAPLETON'SNAPLETON'S MID RIVERS
KIA; NAPLETON ST. LOUIS IMPORTS,
LLC dba NAPLETON ST. LOUIS NISSAN;
NAPLETON AUTOWERKS MISSOURI, INC.
dba PORSCHE SPRINGFIELD; NAPLETON
WYOMING VALLEY IMPORTS, LLCINC.
dba WYOMING VALLEY BMW, AUDI
WYOMING VALLEY, SUBARU WYOMING
VALLEY; NAPLETON'S ELLWOOD
MOTORS, INC. dba NAPLETON ELLWOOD
CITY CHRYSLER DODGE JEEP RAM;
NAPLETON BROOKFIELD IMPORTS, LLC
dba TOYOTA OF BROOKFIELD;
NAPLETON BLUEMOUND IMPORTS, LLC
dba LEXUS OF BROOKFIELD; NAPLETON
AUTOWERKS WISCONSIN, INC. dba
NAPLETON CHEVROLET COLUMBUS;
NAPLETON'SNAPLETON'S NORTH PALM
AUTO PARK, INC dba
NAPLETON'SNAPLETON'S NORTHLAKE
CHRYSLER DODGE JEEP RAM;

1 NAPLETON ENTERPRISES, LLC dba
 2 NAPLETON KISSIMMEE CHRYSLER
 3 DODGE JEEP RAM;
 4 NAPLETON'SNAPLETON'S PALM BEACH
 5 IMPORTS, LLC dba
 6 NAPLETON'SNAPLETON'S PALM BEACH
 7 ACURA; EFN WEST PALM MOTOR SALES,
 8 LLC dba NAPLETON'S WEST PALM
 9 HYUNDAI; NAPLETON ORLANDO
 10 IMPORTS LLC dba
 11 NAPLETON'SNAPLETON'S
 12 VOLKSWAGEN OF ORLANDO;
 13 NAPLETON SANFORD IMPORTS, LLC dba
 14 NAPLETON'S VOLKSWAGEN OF
 15 SANFORD; NORTH PALM MOTORS, LLC
 16 dba NAPLETON NORTHLAKE KIA; NORTH
 17 PALM HYUNDAI, LLC dba NAPLETON'S
 18 NORTH PALM HYUNDAI; CLERMONT
 19 MOTORS, LLC dba NAPLETON
 20 CLERMONT CHRYSLER JEEP DODGE
 21 RAM; AUGUSTA IMPORTS, LLC dba
 22 NAPLETON INFINITI OF AUGUSTA;
 23 MACON IMPORTS, LLC dba INFINITI OF
 24 MACON; EFN WESTMONT REAL ESTATE
 25 HOLDINGS LLC; EFN LANSING
 26 PROPERTY LLC; EFN URBANA
 27 PROPERTIES LLC;
 28 NAPLETON'SNAPLETON PROPERTIES
 1 LLC fka NAPLETON'S ROCKFORD
 2 PROPERTIES LLC; SEDLEYSEDGLEY
 3 PARTNERS LLC; EFN CARMEL
 4 PROPERTIES LLC; EFN FISHERS
 5 PROPERTIES LLC; EFN IMPORT
 6 PROPERTIES LLC; EFN WAYZATA
 7 PROPERTIES LLC; EFN ST PETERS
 8 PROPERTY II LLC; EFN 4951 EXECUTIVE
 9 CENTRE PROPERTY LLC; EFN ST. LOUIS
 10 PROPERTY LLC; NAPLETON EQUITIES
 11 LLC; EFN BROOKFIELD PROPERTY LLC;
 12 EFN BLUEMOUND PROPERTY LLC; 100
 13 WEST GOLF LLC; EFN HAZELWOOD
 14 PROPERTIES LLC; NAPLETON
 15 INVESTMENT PARTNERSHIP LP; EFN
 16 ROCHESTER PROPERTIES LLC; EFN
 17 HAZELWOOD PROPERTIES LLC; EFN
 18 WYOMING VALLEY PROPERTIES LLC;
 19 EFN ELLWOOD PROPERTY LLC; EFN
 20 DOWNERS GROVE PROPERTY LLC; EFN
 21 AURORA PROPERTY LLC; EDWARD F.
 22 NAPLETON; MAUREEN NAPLETON;
 23 STEPHEN R. NAPLETON; WILLIAM F.
 24 NAPLETON; CHRISTOPHER NAPLETON;
 25
 26
 27
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1 PAUL NAPLETON; BRIAN NAPLETON;
2 KATHERINE NAPLETON; KEN STEVENS

3 Defendants.

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COMPLAINT

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1 Pursuant to the False Claims Act 31 U.S.C. §§ 3729 *et seq.*, PPP Eligibility Experts LLC,
2 on behalf of the United States of America, alleges the following:

3 **I. INTRODUCTION**

4 1. The United States Congress passed the Coronavirus Aid, Relief, and Economic
5 Security (“CARES”) Act to help stabilize the economy during the COVID-19 pandemic. The
6 CARES Act created the Paycheck Protection Program (“PPP”) to provide necessary payroll cost
7 support for eligible small businesses. Millions of applicants collectively received hundreds of
8 billions of dollars through PPP loans. PPP loan applications were processed by lenders who
9 relied on representations made by applicants including certifications of eligibility. PPP loan
10 applicants were later able to apply for forgiveness by certifying that PPP loan proceeds were
11 used for eligible purposes.

12 2. Napleton’s Arlington Heights Motors, Inc. doing business as
13 Napleton'sNapleton's Arlington Heights Chrysler Dodge Jeep RamRAM, Ed Napleton Elmhurst
14 Imports, Inc. doing business as Ed Napleton Acura, Ed Napleton Westmont Imports, Inc. doing
15 business as Ed Napleton Westmont Porsche, Napleton'sNapleton's Autowerks, Inc. doing
16 business as Loves Park Mercedes, Napleton'sNapleton's River Oaks Motors, Inc. doing business
17 as Napleton'sNapleton's River Oaks Chrysler Dodge Jeep RAM, Ed Napleton Calumet City
18 Imports, Inc. doing business as Napleton River Oaks Hyundai, Napleton Automotive of Urbana,
19 LLC doing business as Genesis of Urbana, Napleton'sNapleton's Auto Park of Urbana,
20 Napleton'sNapleton's Urbana Mitsubishi, Napleton'sNapleton's Hyundai of Urbana,
21 Napleton'sNapleton's Kia of Urbana, Napleton'sNapleton's Mazda of Urbana,
22 Napleton'sNapleton's Volkswagen of Urbana, Napleton’s Schaumburg Pontiac-GMC Inc. doing
23 business as Napleton'sNapleton's Schaumburg Buick GMC, Napleton Motor Corp. doing
24 business as Napleton Subaru, Porsche Rockford, Napleton Urbana Imports LLC doing business
25 as Napleton'sNapleton's Auto Park of Urbana, Napleton'sNapleton's Toyota of Urbana,
26 Napleton'sNapleton's Scion of Urbana, Napleton’s Park Ridge Lincoln Inc. doing business as
27 Napleton Lincoln, Napleton’s River Oaks Cadillac, Inc. doing business as Napleton'sNapleton's
28

1 River Oaks Cadillac, Napleton's Schaumburg Subaru, Inc. doing business as
2 Napleton'sNapleton's Schaumburg Subaru, Napleton's Countryside Motors, Inc. doing business
3 as Napleton'sNapleton's Countryside Mazda, Napleton Schaumburg Motors, Inc. doing business
4 as Napleton'sNapleton's Schaumburg Mazda, Napleton Libertyville, Inc. doing business as
5 Napleton Mazda of Libertyville, Napleton's Autowerks of Bourbonnais, Inc. doing business as
6 Mercedes-Benz of Bourbonnais, Napleton's Palatine Motors-Holding, Inc. doing business as
7 Napleton'sNapleton's Palatine Mazda, Fran Napleton Lincoln, Inc. doing business as Napleton
8 Lincoln of Blue Island, Ed Napleton Oak Lawn Imports, Inc. doing business as Ed Napleton
9 Honda in Oak Lawn, Napleton Aurora Imports, Inc. doing business as Napleton's Valley
10 Hyundai, Napleton's Goldcoast Imports, Inc. doing business as Napleton's Aston Martin
11 Downers Grove, Napleton Maserati Downers Grove, Steve Foley Cadillac, Inc., Napleton 1050,
12 Inc. doing business as Napleton Cadillac of Libertyville, Napleton 6677, Inc. doing business as
13 Land Rover Rockford, Jaguar Rockford, Napleton Fleet, Inc. doing business as Napleton Fleet
14 Group, North American Automotive Services, Inc. doing business as Cash4Techs, Oak Hill
15 Marketing, Sessler Ford, Inc. doing business as Napleton Ford Libertyville, Napleton Carmel
16 Motors, LLC doing business as Napleton Hyundai of Carmel, Napleton's Autowerks of Indiana,
17 Inc. doing business as Napleton Schererville Mercedes, Napleton Fishers Imports, LLC doing
18 business as Napleton Kia of Fishers, Napleton Carmel Imports, LLC doing business as Napleton
19 Kia of Carmel, Napleton 1301, Inc. doing business as Napleton Nissan Schererville, Napleton
20 Italian Imports, LLC doing business as Napleton Maserati of Indianapolis, Napleton Alfa Romeo
21 of Indianapolis, Napleton Twin Cities Imports, LLC doing business as Lexus of Wayzata,
22 Napleton Wayzata Motors, LLC doing business as Chevrolet of Wayzata, Napleton Rochester
23 Imports, LLC doing business as Mercedes-Benz of Rochester, Ed Napleton St. Louis Imports,
24 Inc. doing business as Ed Napleton Honda St Peters, Napleton's Mid Rivers Motors, Inc. doing
25 business as Napleton'sNapleton's Mid Rivers Chrysler Dodge Jeep RAM Fiat, Napleton
26 Hazelwood Imports, LLC doing business as Napleton Hyundai, Napleton Mid Rivers Imports,
27 Inc. doing business as Napleton'sNapleton's Mid Rivers Kia, Napleton St. Louis Imports, LLC
28

1 doing business as Napleton St. Louis Nissan, Napleton Autowerks Missouri, Inc. doing business
2 as Porsche Springfield, Napleton Wyoming Valley Imports, Inc. doing business as Wyoming
3 Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley, Napleton's Ellwood Motors,
4 Inc. doing business as Napleton Ellwood City Chrysler Dodge Jeep RAM, Napleton Brookfield
5 Imports, LLC doing business as Toyota of Brookfield, Napleton Bluemound Imports, LLC doing
6 business as Lexus of Brookfield, Napleton Autowerks Wisconsin, Inc. doing business as
7 Napleton Chevrolet Columbus, Napleton's North Palm Auto Park, Inc. doing business as
8 Napleton'sNapleton's Northlake Chrysler Dodge Jeep RAM, Napleton Enterprises, LLC doing
9 business as Napleton Kissimmee Chrysler Dodge Jeep RAM, Napleton's Palm Beach Imports,
10 LLC doing business as Napleton's Palm Beach Acura, Napleton Orlando Imports, LLC doing
11 business as Napleton's Volkswagen of OrlandoNapleton's Palm Beach Acura, EFN West Palm
12 Motor Sales, LLC dba Napleton's West Palm Hyundai, Napleton Orlando Imports, LLC doing
13 business as Napleton's Volkswagen of Orlando, Napleton Sanford Imports, LLC doing business
14 as Napleton's Volkswagen of Sanford, North Palm Motors, LLC doing business as Napleton
15 Northlake Kia, North Palm Hyundai, LLC doing business as Napleton's North Palm Hyundai,
16 Clermont Motors, LLC doing business as Napleton Clermont Chrysler Jeep Dodge RAM,
17 Augusta Imports, LLC doing business as Napleton Infiniti of Augusta, Macon Imports, LLC
18 doing business as Infiniti of Macon, EFN Westmont Real Estate Holdings LLC, EFN Lansing
19 Property LLC, EFN Urbana Properties LLC, Napleton'sNapleton Properties LLC fka Napleton's
20 Rockford Properties LLC, SedleySedgley Partners LLC, EFN Carmel Properties LLC, EFN
21 Fishers Properties LLC, EFN Import Properties LLC, EFN Wayzata Properties LLC, EFN St
22 Peters Property II LLC, EFN 4951 Executive Centre Property LLC, EFN St. Louis Property
23 LLC, Napleton Equities LLC, EFN Brookfield Property LLC, EFN Bluemound Property LLC,
24 100 West Golf LLC, EFN Hazelwood Properties LLC, Napleton Investment Partnership LP,
25 EFN Rochester Properties LLC, EFN Hazelwood Properties LLC, EFN Wyoming Valley
26 Properties LLC, EFN Ellwood Property LLC, EFN Downers Grove Property LLC, EFN Aurora
27 Property LLC, Edward F. Napleton, Maureen Napleton, Stephen R. Napleton, William F.
28

1 Napleton, Christopher Napleton, Paul Napleton, Brian Napleton, Katherine Napleton, and Ken
 2 Stevens (the “Defendants”) committed fraud in PPP applications totaling at least \$37,413,075
 3 50,692,910 of PPP loans and forgiveness applications for these loans. Lenders also received tens
 4 of thousands of dollars an estimated approximately \$1,609,814 in loan processing fees.

5 3. Napleton Auto Group is one of the largest automobile dealerships in the United
 6 States. Affiliated entities of Napleton Auto Group have dozens of dealerships in Illinois and
 7 other states. Affiliated entities of Napleton Auto Group have thousands of employees, hold
 8 interests in valuable real estate worth tens of millions of dollars over \$174 million, in addition to
 9 any interests in automobiles on their dealership lots, and. Affiliated entities of Napleton Auto
 10 Group earn many millions of dollars of income selling and servicing automobiles, in addition to
 11 any income obtained from leasing their real estate to their dealerships. Per Napleton Auto Group
 12 websites: Napleton Auto Group is a single family-owned auto group with over seventy dozens of
 13 dealerships across seven several states. *See* Napleton Auto Group,
 14 <https://www.ednapleton.com/ed-napleton-auto-group-history.htm>,
 15 <https://www.shopnapleton.com/about-us>, and <http://www.napleton.com/about.php> (last visited
 16 October 7, 2024).

17 4. PPP loan applications did not reflect the true size of affiliated entities of Napleton
 18 Auto Group. Instead, affiliated entities of Napleton Auto Group knowingly falsely claimed
 19 eligibility for PPP loans and supported their applications with documents that did not reveal
 20 information on their true number of employees, tangible net worth, income, and economic need.
 21 The Napleton Auto Group has over \$3 several billion dollars of revenue annually, did not have a
 22 COVID-19 downturn (their sales and revenue steadily increased from 2019 to 2021), and their
 23 ranking among dealerships stayed steady throughout this period. steadily high throughout this
 24 period. Moreover, Napleton Auto Group acquired additional automobile dealerships throughout
 25 the relevant period. Automotive News Research & Data Center (2024). Below is a table showing
 26 group size and revenue data for just the dealerships led by one of the Napleton family members,
 27 which is supported by documentation in Exhibit A.

6 **Table 1: Defendants' Dealership Defendant Dealerships' Group Size and Revenue Data**

7 Year	8 Total Number of Dealerships	9 Total Units Sold	10 Group Revenue	11 Ranking
2019	51	103,432	\$3,029,593,252	17
2020	52	111,453	\$3,347,299,647	13
2021	55	122,834	\$4,154,271,483	13

12 *See Automotive News Research & Data Center (2024).*

13 5. — In addition to their size, Napleton Auto Group was also ineligible for PPP
 14 loans because they racially discriminated against customers of their continuous illegal sales
 15 practices that were taking place contemporaneously with their PPP loan borrowing. See Federal
 16 Trade Commission and State of Illinois Settlement with Napleton Auto Group (2022). When
 17 affiliated entities of Napleton Auto Group applied for PPP loans, they certified that they were not
 18 involved in illegal activities. However, racial discrimination is a violation of the illegal sales
 19 practices of Napleton Auto Group violated the United States Equal Credit Opportunity Act, Civil
 20 Rights laws aimed at stopping racial discrimination as the sales practices specifically targeted
 21 Black and Latino customers, the Federal Trade Commission Act, the Truth in Lending Act, and
 22 the Illinois Consumer Fraud and Deceptive Business Practices Act. ThisThese illegal
 23 discriminationsales practices ultimately forced the Napleton Auto Group to reach a \$10 million
 24 settlement with the Federal Trade Commission, and State of Illinois, which was record-setting
 25 for an auto dealership case. See Federal Trade Commission and State of Illinois Settlement with
 26 Napleton Auto Group (2022). The illegal activity also made affiliated entities of Napleton Auto
 27
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1 Group ineligible for the \$37,413,075 at least \$50,692,910 of PPP funds that they received and
2 affiliated entities of Napleton Auto Group should not have certified that they were not involved
3 in illegal activities.

4 6. Such false claims and statements of affiliated entities of Napleton Auto Group
5 were material in affiliated entities of Napleton Auto Group receiving PPP loans and lenders
6 receiving loan processing fees. Without these false claims and statements, affiliated entities of
7 Napleton Auto Group would not have received PPP loans and their lenders would not have
8 received loan processing fees. These claims and statements thus violate the False Claims Act, §§
9 31 U.S.C. 3729 *et seq.*

7. PPP Eligibility Experts LLC (the “Relator”) brings this action on behalf of the
United States of America against affiliated entities of Napleton Auto Group for treble damages
and civil penalties arising from the Defendants’ false claims in violation of the False Claims Act,
31 U.S.C. §§ 3729 *et seq.*

II. PARTIES

15 8. Relator PPP Eligibility Experts LLC was formed to identify applicants who
16 fraudulently obtained PPP funds. PPP loan applicants who fraudulently obtained PPP funds and
17 sought forgiveness of said funds. Relator used a series of public and non-public sources to
18 independently research and investigate the representations made by PPP loan applicants. The
19 many sources that Relator used in their investigation include, but are not limited to: (i) Crexi, a
20 subscription-based commercial real estate database and brokerage platform used by real estate
21 professionals; (ii) PropertyShark, a subscription-based real estate database and research tool used
22 by real estate professionals; (iii) Automotive News Research & Data Center, a subscription-
23 based research tool and database used by the automotive industry; (iv) various secretary of state
24 databases containing business entity records; (v) voluminous datasets containing information on
25 PPP loans; and (vi) court records, FOIA requests, and dealership reviews regarding Defendants'
26 illegal and discriminatory sales practices. Relying on their finance, real estate, property
27 management, legal, and other pertinent expertise, Relator serves as analyzed the original

1 sourceevarious sources of information identifying applicants who fraudulently obtained PPP funds
2 and sought forgivenesssynthesized, explained, and detailed Defendants' frauds in extensive
3 tables with hundreds of said fundspages of supporting documents. Relator's principal place of
4 business is in Irvine, California.

5 9. Defendant Napleton's Arlington Heights Motors, Inc. doing business as
6 Napleton'sNapleton's Arlington Heights Chrysler Dodge Jeep RamRAM is an automobile
7 dealership located at 1155 W Dundee Rd, Arlington Heights, IL 60004.

8 10. Defendant Ed Napleton Elmhurst Imports, Inc. doing business as Ed Napleton
9 Acura is an automobile dealership located at 745 West Lake St, Elmhurst, IL 60126.

10 11. Defendant Ed Napleton Westmont Imports, Inc. doing business as Ed Napleton
11 Westmont Porsche is an automobile dealership located at 201 E Ogden Ave, Westmont, IL
12 60559.

13 12. Defendant Napleton'sNapleton's Autowerks, Inc. doing business as Loves Park
14 Mercedes is an automobile dealership located at 6600 E Riverside Blvd, Loves Park, IL 61111.

15 13. Defendant Napleton'sNapleton's River Oaks Motors, Inc. doing business as
16 Napleton'sNapleton's River Oaks Chrysler Dodge Jeep RAM is an automobile dealership located
17 at 17225 Torrence Ave, Lansing, IL 60438.

18 14. Defendant Ed Napleton Calumet City Imports, Inc. doing business as Napleton
19 River Oaks Hyundai is an automobile dealership located at 1985 River Oaks Dr, Calumet City,
20 IL 60409.

21 15. Defendant Napleton Automotive of Urbana, LLC doing business as Genesis of
22 Urbana, Napleton'sNapleton's Auto Park of Urbana, Napleton'sNapleton's Urbana Mitsubishi,
23 Napleton'sNapleton's Hyundai of Urbana, Napleton'sNapleton's Kia of Urbana,
24 Napleton'sNapleton's Mazda of Urbana, Napleton'sNapleton's Volkswagen of Urbana is an
25 automobile dealership located at 1111 Napleton Way, Urbana, IL 61802.

26 16. Defendant Napleton's Schaumburg Pontiac-GMC Inc. doing business as
27 Napleton'sNapleton's Schaumburg Buick GMC located at 100 W Golf Rd, Schaumburg, IL
28

1 60195.

2 17. Napleton Motor Corp. doing business as Napleton Subaru, Porsche Rockford is an
3 automobile dealership located at 505 N Perryville Rd, Rockford, IL 61107.

4 18. Defendant Napleton Urbana Imports LLC doing business as Napleton'sNapleton's
5 Auto Park of Urbana, Napleton'sNapleton's Toyota of Urbana, Napleton'sNapleton's Scion of
6 Urbana is an automobile dealership located at 1111 Napleton Way, Urbana, IL 61802.

7 19. Defendant Napleton's Park Ridge Lincoln Inc. doing business as Napleton
8 Lincoln is an automobile dealership located at 1610 Waukegan Rd, Glenview, IL 60025.

9 20. Defendant Napleton's River Oaks Cadillac, Inc. doing business as
10 Napleton'sNapleton's River Oaks Cadillac is an automobile dealership located at 1777 River
11 Oaks Dr, Calumet City, IL 60409.

12 21. Defendant Napleton's Schaumburg Subaru, Inc. doing business as
13 Napleton'sNapleton's Schaumburg Subaru is an automobile dealership located at 919 W Higgins
14 Rd, Schaumburg, IL 60195.

15 22. Defendant Napleton's Countryside Motors, Inc. doing business as
16 Napleton'sNapleton's Countryside Mazda is an automobile dealership located at 6060 S La
17 Grange Rd, Countryside, IL 60525.

18 23. Defendant Napleton Schaumburg Motors, Inc. doing business as
19 Napleton'sNapleton's Schaumburg Mazda is an automobile dealership located at 110 W Golf Rd,
20 Schaumburg, IL 60195.

21 24. Defendant Napleton Libertyville, Inc. doing business as Napleton Mazda of
22 Libertyville is an automobile dealership located at 1120 S Milwaukee Ave, Libertyville, IL
23 60048.

24 25. Defendant Napleton's Autowerks of Bourbonnais, Inc. doing business as
25 Mercedes-Benz of Bourbonnais is an automobile dealership located at 515 William R Latham
26 Senior Dr, Bourbonnais, IL 60914.

27 26. Defendant Napleton's Palatine Motors-Holding, Inc. doing business as
28

1 Napleton'sNapleton's Palatine Mazda is an automobile dealership located at 1811 N Rand Rd,
2 Palatine, IL 60074.

3 27. Defendant Fran Napleton Lincoln, Inc. doing business as Napleton Lincoln of
4 Blue Island is an automobile dealership located at 2950 W 127th St, Blue Island, IL 60406.

5 28. Defendant Ed Napleton Oak Lawn Imports, Inc. doing business as Ed Napleton
6 Honda in Oak Lawn is an automobile dealership located at 5800 W 95th St, Oak Lawn, IL
7 60453.

8 29. Defendant Napleton Aurora Imports, Inc. doing business as Napleton's Valley
9 Hyundai is an automobile dealership located at 4333 Ogden Ave, Aurora, IL 60504.

10 30. Defendant Napleton's Goldcoast Imports, Inc. doing business as Napleton's
11 Aston Martin Downers Grove, Napleton Maserati Downers Grove is an automobile dealership
12 located at 217 Ogden Ave, Downers Grove, IL 60515.

13 31. Defendant Steve Foley Cadillac, Inc. is an automobile dealership located at 100
14 Skokie Rd, Northbrook, IL 60091.

15 32. Defendant Napleton 1050, Inc. doing business as Napleton Cadillac of
16 Libertyville is an automobile dealership located at 1050 S Milwaukee Ave, Libertyville, IL
17 60048.

18 33. Defendant Napleton 6677, Inc. doing business as Land Rover Rockford, Jaguar
19 Rockford is an automobile dealership located at 6677 E Riverside Blvd, Rockford, IL 61114.

20 34. Defendant Napleton Fleet, Inc. doing business as Napleton Fleet Group is an
21 automobile dealership with its principal place of business located at 1 Oakbrook Terrace #515,
22 Oakbrook Terrace, IL 60181.

23 35. Defendant North American Automotive Services, Inc. doing business as
24 Cash4Techs is a management company with its principal place of business located at 1 Oakbrook
25 Terrace #600, Oakbrook Terrace, IL 60181.

26 36. Defendant Oak Hill Marketing is a marketing firm located at 1 Oakbrook Terrace
27 #700, Oakbrook Terrace, IL 60181.

1 37. Defendant Sessler Ford, Inc. doing business as Napleton Ford Libertyville is an
2 automobile dealership located at 1010 S Milwaukee Ave, Libertyville, IL 60048.

3 38. Defendant Napleton Carmel Motors, LLC doing business as Napleton Hyundai of
4 Carmel is an automobile dealership located at 4200 E 96th St, Indianapolis, IN 46240.

5 2939. Defendant Napleton's Autowerks of Indiana, Inc. doing business as Napleton
6 Schererville Mercedes is an automobile dealership located at 1349 Indianapolis Blvd,
7 Schererville, IN 46375.

8 3040. Defendant Napleton Fishers Imports, LLC doing business as Napleton Kia of
9 Fishers is an automobile dealership located at 13417 Britton Park Rd, Fishers, IN 46038.

10 3141. Defendant Napleton Carmel Imports, LLC doing business as Napleton Kia of
11 Carmel is an automobile dealership located at 3355 Harper Rd, Indianapolis, IN 46240.

12 3242. Defendant Napleton 1301, Inc. doing business as Napleton Nissan Schererville is
13 an automobile dealership located at 1301 Indianapolis Blvd, Schererville, IN 46375.

14 3343. Defendant Napleton Italian Imports, LLC doing business as Napleton Maserati of
15 Indianapolis, Napleton Alfa Romeo of Indianapolis is an automobile dealership located at 4180 E
16 96th St, Indianapolis, IN 46240.

17 3444. Defendant Napleton Twin Cities Imports, LLC doing business as Lexus of
18 Wayzata is an automobile dealership located at 16100 Wayzata Blvd, Wayzata, MN 55391.

19 3545. Defendant Napleton Wayzata Motors, LLC doing business as Chevrolet of
20 Wayzata is an automobile dealership located at 16200 Wayzata Blvd, Wayzata, MN 55391.

21 3646. Defendant Napleton Rochester Imports, LLC doing business as Mercedes-Benz of
22 Rochester is an automobile dealership located at 4447 Canal PL SE, Rochester, MN 55904.

23 3747. Defendant Ed Napleton St. Louis Imports, Inc. doing business as Ed Napleton
24 Honda St Peters is an automobile dealership located at 4780 N Service Rd, Saint Peters, MO
25 63376.

26 3848. Defendant Napleton's Mid Rivers Motors, Inc. doing business as
27 Napleton's Napleton's Mid Rivers Chrysler Dodge Jeep RAM Fiat is an automobile dealership

1 located at 4951 Veterans Memorial Pkwy, Saint Peters, MO 63376.

2 3949. Defendant Napleton Hazelwood Imports, LLC doing business as Napleton
3 Hyundai is an automobile dealership located at 649 Dunn St, Hazelwood, MO 63042.

4 4050. Defendant Napleton Mid Rivers Imports, Inc. doing business as
5 Napleton'sNapleton's Mid Rivers Kia is an automobile dealership located at 4955 Veterans
6 Memorial Pkwy, Saint Peters, MO 63376.

7 4151. Defendant Napleton St. Louis Imports, LLC doing business as Napleton St. Louis
8 Nissan is an automobile dealership located at 10964 Page Avenue, St. Louis, MO 63132.

9 4252. Napleton Autowerks Missouri, Inc. doing business as Porsche Springfield is an
10 automobile dealership located at 3508 E Division St, Springfield, MO 65802.

11 4353. Defendant Napleton Wyoming Valley Imports, Inc. doing business as Wyoming
12 Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley is an automobile dealership
13 located at 1470 Highway 315, Wilkes-Barre, PA 18702.

14 4454. Defendant Napleton's Ellwood Motors, Inc. doing business as Napleton Ellwood
15 City Chrysler Dodge Jeep RAM is an automobile dealership located at 1000 Lawrence Ave,
16 Ellwood City, PA 16117.

17 55. Defendant Napleton Brookfield Imports, LLC doing business as Toyota of
18 Brookfield is an automobile dealership located at 20655 W Capitol Dr, Brookfield, WI 53045.

19 4556. Defendant Napleton Bluemound Imports, LLC doing business as Lexus of
20 Brookfield is an automobile dealership located at 20001 W Bluemound Rd, Brookfield, WI
21 53045.

22 4657. Defendant Napleton Autowerks Wisconsin, Inc. doing business as Napleton
23 Chevrolet Columbus is an automobile dealership located at 800 Maple Ave, Columbus, WI
24 53925.

25 4758. Defendant Napleton's North Palm Auto Park, Inc. doing business as
26 Napleton'sNapleton's Northlake Chrysler Dodge Jeep RAM is an automobile dealership located
27 at 3701 Northlake Blvd, Lake Park, FL 33403.

1 4859. Defendant Napleton Enterprises, LLC doing business as Napleton Kissimmee
2 Chrysler Dodge Jeep RAM is an automobile dealership located at 1460 E Osceola Pkwy,
3 Kissimmee, FL 34744.

4 4960. Defendant Napleton's Palm Beach Imports, LLC doing business as
5 Napleton'sNapleton's Palm Beach Acura is an automobile dealership located at 6870
6 Okeechobee Blvd, West Palm Beach, FL 33411.

7 5061. Defendant EFN West Palm Motor Sales, LLC doing business as Napleton's West
8 Palm Hyundai is an automobile dealership located at 2301 Okeechobee Blvd, West Palm Beach,
9 FL 33409.

10 62. Defendant Napleton Orlando Imports, LLC doing business as
11 Napleton'sNapleton's Volkswagen of Orlando is an automobile dealership located at 12700 E
12 Colonial Dr, Orlando, FL 32826.

13 5463. Defendant Napleton Sanford Imports, LLC doing business as Napleton's
14 Volkswagen of Sanford is an automobile dealership located at 4175 S Orlando Dr, Sanford, FL
15 32773.

16 64. Defendant North Palm Motors, LLC doing business as Napleton Northlake Kia is
17 an automobile dealership located at 3626 Northlake Blvd, Palm Beach Gardens, FL 33403.

18 65. Defendant North Palm Hyundai, LLC doing business as Napleton's North Palm
19 Hyundai is an automobile dealership located at 3703 Northlake Blvd, Palm Beach Gables, FL
20 33403.

21 66. Defendant Clermont Motors, LLC doing business as Napleton Clermont Chrysler
22 Jeep Dodge RAM is an automobile dealership located at 15859 State Rd 50, Clermont, FL
23 34711.

24 67. Defendant Augusta Imports, LLC doing business as Napleton Infiniti of Augusta
25 is an automobile dealership located at 3315 Washington Rd, Augusta, GA 30907.

26 68. Defendant Macon Imports, LLC doing business as Infiniti of Macon is an
27 automobile dealership located at 4763 Riverside Dr, Macon, GA 31210.

1 69. Defendant EFN Westmont Real Estate Holdings LLC is a real estate holding
2 company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL
3 60181. This real estate holding company, like the other real estate holding company defendants,
4 holds valuable property outside of the official Napleton Auto Group corporate structure to shield
5 the property from potential liabilities incurred by any connected Napleton Auto Group
6 dealership.

7 5270. Defendant EFN Lansing Property LLC is a real estate holding company with its
8 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

9 5371. Defendant EFN Urbana Properties LLC is a real estate holding company with its
10 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

11 5472. Defendant Napleton'sNapleton Properties LLC fka Napleton's Rockford
12 Properties LLC is a real estate holding company with its principal place of business at 2950 W
13 127th St, Blue Island, IL 60406.

14 5573. Defendant SedleySedgley Partners LLC is a real estate holding company with its
15 principal place of business at 10400 W Higgins #305, Rosemont, IL 60018.

16 5674. Defendant EFN Carmel Properties LLC is a real estate holding company with its
17 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

18 5775. Defendant EFN Fishers Properties LLC is a real estate holding company with its
19 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

20 5876. Defendant EFN Import Properties LLC is a real estate holding company with its
21 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

22 5977. Defendant EFN Wayzata Properties LLC is a real estate holding company with its
23 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

24 6078. Defendant EFN St Peters Property II LLC is a real estate holding company with
25 its principal place of business at 4780 N Service Rd, Saint Peters, MO 63376.

26 79. Defendant EFN 4951 Executive Centre Property LLC is a real estate holding
27 company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL
28

1 60181.

2 6480. Defendant EFN St. Louis Property LLC is a real estate holding company with its
3 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

4 6281. Defendant Napleton Equities LLC is a real estate holding company with its
5 principal place of business at 441 E 4th St, Hinsdale, IL 60521.

6 6382. Defendant EFN Brookfield Property LLC is a real estate holding company with
7 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

8 6483. Defendant EFN Bluemound Property LLC is a real estate holding company with
9 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

10 6584. Defendant 100 West Golf LLC is a real estate holding company with its principal
11 place of business at 110 W Golf Rd, Schaumburg, IL 60195.

12 6685. Defendant EFN Hazelwood Properties LLC is a real estate holding company with
13 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

14 6786. Defendant Napleton Investment Partnership LP is a real estate holding company
15 with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

16 87. Defendant EFN Rochester Properties LLC is a real estate holding company with
17 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

18 88. Defendant EFN Hazelwood Properties LLC is a real estate holding company with
19 its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

20 89. Defendant EFN Wyoming Valley Properties LLC is a real estate holding
21 company with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL
22 60181.

23 90. Defendant EFN Ellwood Property LLC is a real estate holding company with its
24 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

25 91. Defendant EFN Downers Grove Property LLC is a real estate holding company
26 with its principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

27 92. Defendant EFN Aurora Property LLC is a real estate holding company with its
28

1 principal place of business at 1 Oakbrook Terrace #600, Oakbrook Terrace, IL 60181.

2 93. Defendant Edward F. Napleton is an individual who directly controls and owns
3 most of the Napleton AutomotiveAuto Group dealerships and property where the dealerships
4 operate.

5 6894. Defendant Maureen Napleton is an individual who is an officer, director, member,
6 and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property where the
7 dealerships operate.

8 6995. Defendant Stephen R. Napleton is an individual who is an officer, director,
9 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property
10 where the dealerships operate.

11 7096. Defendant William F. Napleton is an individual who is an officer, director,
12 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property
13 where the dealerships operate.

14 7197. Defendant Christopher Napleton is an individual who is an officer, director,
15 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property
16 where the dealerships operate.

17 7298. Defendant Paul Napleton is an individual who is an officer, director, member,
18 and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property where the
19 dealerships operate.

20 7399. Defendant Brian Napleton is an individual who is an officer, director, member,
21 and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property where the
22 dealerships operate.

23 74100. Defendant Katherine Napleton is an individual who is an officer, director,
24 member, and/or owner of certain Napleton AutomotiveAuto Group dealerships and/or property
25 where the dealerships operate.

26 101. Defendant Ken Stevens is an individual who has served as the Chief Financial
27 Officer for Napleton Auto Group dealerships and/or property where the dealerships operate. He

1 signed and/or initialed certain PPP loan applications and was listed as the primary contact for
2 certain PPP loan applications.

3 **III. JURISDICTION AND VENUE**

4 76102. This Court has jurisdiction over the subject matter of this action pursuant
5 to 28 U.S.C. § 1331 and 31 U.S.C. § 3732(a). The latter section specifically confers subject
6 matter jurisdiction for this type of action, any action under 31 U.S.C. § 3730.

7 77103. This Court has personal jurisdiction over the Defendants pursuant to 28
8 U.S.C. § 1391(b) and 31 U.S.C. § 3732(a) because one or more of the Defendants transacts
9 business in the Northern District of Illinois. Moreover, 31 U.S.C. § 3732(a) allows for
10 nationwide service of process.

11 78104. Venue is proper in the Northern District of Illinois pursuant to 31 U.S.C. §
12 3732(a) and 28 U.S.C. § 1391(b), because one or more of the Defendants transacts business in
13 the Northern District of Illinois. Moreover, events giving rise to this action took place in the
14 Northern District of Illinois.

15 79. ~~There has been no statutorily relevant public disclosure as articulated in 31 U.S.C.~~
16 ~~§ 3730(e)(4)(A). Relator therefore has direct and independent knowledge of the information on~~
17 ~~which the allegations set forth in this Complaint are based and is the original source of the~~
18 ~~allegations contained herein. 31 U.S.C §§ 3730(e)(4)(A)-(B).~~

19 105. Pursuant to 31 U.S.C § 3730(b)(2), the Relator must provide the government with
20 a copy of a complaint and written disclosure of substantially all material evidence and material
21 information in their possession. Relator has complied with this requirement by serving a
22 complaint and written disclosure upon the then-United States Attorney for the Northern District
23 of Illinois and upon the then-Attorney General of the United States.

24 106. There has been no public disclosure of the specific frauds alleged in this
25 complaint through the statutorily relevant public channels articulated in 31 U.S.C §
26 3730(e)(4)(A). While certain limited PPP loan information has been publicly available, prior to
27 the filing of this complaint there was no public disclosure that Defendants committed the specific

1 frauds alleged in this complaint. Relator is an original source of the specific frauds alleged herein
2 as defined under 31 U.S.C § 3730(e)(4)(B) because Relator voluntarily provided this information
3 to the government before the filing of this complaint, and has knowledge that is independent of
4 and materially adds to any public disclosure to the extent such disclosure may exist. Relator
5 researched and investigated public and non-public sources of information, and synthesized,
6 explained, and detailed the specific frauds alleged herein in extensive tables with hundreds of
7 pages of supporting documents.

8 **IV. FALSE CLAIMS ACT**

9 80107. The False Claims Act, 31 U.S.C. §§ 3729 *et seq.* was established to allow
10 the government to collect money from parties that have made false claims and statements to
11 fraudulently obtain government funding.

12 84108. Pursuant to 31 U.S.C. § 3729(a)(1)(A), a party makes a false claim when
13 they knowingly present, or cause to be presented, a false or fraudulent claim for payment or
14 approval.

15 82109. Pursuant to 31 U.S.C. § 3729(a)(1)(B), a party makes a false statement
16 when they knowingly make, use or cause to be made or used, a false record or statement material
17 to a false or fraudulent claim.

18 83110. Pursuant to 31 U.S.C. § 3729(a)(1)(C), a party violates the False Claims
19 Act when they conspire to commit a violation of particular subparagraphs of the False Claims
20 Act, including subparagraphs (a)(1)(A), (B) or (C).

21 84111. Pursuant to 31 U.S.C. § 3729(a)(1)(G), a party knowingly makes, uses, or
22 causes to be made or used, a false record or statement material to an obligation to pay or transmit
23 money or property to the government, or knowingly conceals or knowingly and improperly
24 avoids or decreases an obligation to pay or transmit money or property to the government.

25 85112. The term “knowingly” means that a party, with respect to information³¹ (i)
26 has actual knowledge of the information; (ii) acts in deliberate ignorance of the truth or falsity of
27 the information; or (iii) acts in reckless disregard of the truth or falsity of the information. 31

1 U.S.C. § 3729(b)(1)(A). Knowingly does not require proof of specific intent to defraud. 31
2 U.S.C. § 3729(b)(1)(B).

3 **V. PAYCHECK PROTECTION PROGRAM**

4 **86113.** In 2020, the United States Congress passed the CARES Act so that small
5 businesses could obtain relief during the COVID-19 pandemic. The CARES Act ~~allowed for~~
6 ~~First Draw established the Paycheck Protection Program (“PPP loans with”) to help small~~
7 ~~businesses keep their employees on payroll during the pandemic. The PPP loan program was~~
8 ~~administered by the Small Business Administration and had~~ various requirements for different
9 types of businesses. In ~~2021~~late 2020, Congress passed the Economic Aid to Hard-Hit Small
10 Businesses, Nonprofits, and Venues Act. This Act allowed for ~~Second Draw a second round of~~
11 PPP loans with ~~veryincreasingly~~ specific requirements for ~~small~~ businesses. Millions of
12 applicants collectively received hundreds of billions of dollars ~~through the Paycheck Protection~~
13 ~~Program (“in PPP”) which was administered by the Small Business Administration loans~~. While
14 it was the intent of Congress that these funds be used by eligible businesses to support payroll
15 costs, certain ineligible businesses applied for PPP funds and used these funds for purposes that
16 were not the intent of Congress. Moreover, certain ineligible businesses sought loan forgiveness
17 even though they were never eligible for PPP funds and did not use the funds for purposes that
18 were the intent of Congress.

19 **87114.** Entities were able to apply for initial PPP loans (i.e., First Draw PPP
20 loans) in 2020.

21 **88115.** First Draw PPP loan applications required applicants to certify to the
22 following:

23 I further certify that the information provided in this application and the
24 information provided in all supporting documents and forms is true and accurate
25 in all material respects. I understand that knowingly making a false statement to
26 obtain a guaranteed loan from the SBA is punishable under the law, including
27 under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or
28 a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than
two years and/or a fine of not more than \$5,000; and, if submitted to a federally
insured institution, under 18 USC 1014 by imprisonment of not more than thirty
years and/or a fine of not more than \$1,000,000.

1 89116. Within First Draw PPP loan applications, applicants were asked to mark

2 Yes or No in response to the following question 3.

3 Is the Applicant or any owner of the Applicant an owner of any other business, or
4 have common management with, any other business? If yes, list all such
5 businesses and describe the relationship on a separate sheet identified as
6 addendum A.

7 90117. Addendum A was supposed to include all other businesses with common

8 management and ownership, i.e., affiliated entities. Common management and ownership are
9 defined in federal regulations 13 C.F.R. §§ 121.103(e) and 121.301(f). If one or more officers,
10 directors, managing members or general partners of a business controls the Board of Directors or
the management of another business, the businesses are affiliated. 13 C.F.R. § 121.103(e).

11 Common ownership can be established in a number of ways. This includes owning more than
12 50% of multiple businesses or owning 20% or more of a business when owning more than 50%
13 of another business in the same 3-digit North American Industry Classification System
14 subsector. 13 C.F.R. § 121.301(f). Either common management or ownership is sufficient on
15 their own to establish affiliation. Specific rules for calculating the number of employees are also
16 set forth in 13 C.F.R. § 121.106, 13 C.F.R. § 121.106.

17 94118. The CARES Act and federal regulations further specify that applicants
18 were only eligible for First Draw PPP loans if affiliated entities had under 500 employees, met a
19 pertinent industry size standard, or met the alternative size standard. Napleton Auto Group is
20 primarily a Defendant dealerships were mostly new car dealershipdealerships and thus the
21 pertinent industry size standard for affiliated entity applicants was the industry size standard for
22 new car dealerships. At the time of application, the industry size standard for new car dealerships
23 was having less than 200 employees which does not provide any additional flexibility for PPP
24 eligibility. U.S. Small Business Administration, Table of Small Business Size Standards, North
25 American Industry Classification System Subsector 441110 (August 2019).¹ The alternative size

26 _____
27 ¹ At the time of application, the used car dealership industry size standard was \$27 million of annual
28 receipts. U.S. Small Business Administration, Table of Small Business Size Standards, North American

1 standard required both not having more than \$5 million in average net income after Federal
 2 income taxes (excluding any carry-over losses) for the two preceding full fiscal years and not
 3 having more than \$15 million in tangible net worth. If an applicant had either more than \$5
 4 million in average net income after Federal income taxes (excluding any carry-over losses) for
 5 the two preceding full fiscal years or more than \$15 million in tangible net worth, the applicant
 6 was not eligible under the alternative size standard. U.S. Small Business Administration,
 7 “Paycheck Protection Program Loans Frequently Asked Questions (FAQs)”¹, Answer 2 (April
 8 6, 2020) (pertaining to 13 C.F.R. § 121.301(b)).

9 92 119. First Draw PPP loan applications required the applicant to identify
 10 whether it was a franchise listed on the SBA Franchise Directory. Being listed on the SBA
 11 Franchise Directory meant that the SBA had reviewed the relevant franchise agreement and
 12 determined that the franchisor and franchisee were sufficiently independent, so that they were
 13 not deemed affiliates of each other for purposes of determining the applicant’s eligibility for a
 14 small business loan. See U.S. Small Business Administration, “The SBA Franchise Directory
 15 Simplifies Processes to Help Entrepreneurs Access Capital” (2018) (explaining the purpose of
 16 the SBA Franchise Directory and steps to get on the Directory including emailing the SBA a
 17 franchise agreement). Prior to the COVID-19 pandemic, if a small business loan applicant’s
 18 franchisor was already listed on the SBA Franchise Directory, then the applicant was not
 19 required to re-submit the franchise agreement for full analysis of the franchisor-franchisee
 20 relationship. Rather, the applicant would merely complete SBA Form 2462 Addendum to
 21 Franchise Agreement, in which it confirmed that the franchise relationship would not change for
 22 the duration of the loan term. See SBA Form 2462 (2018).² The SBA Form 2462 addendum
 23

24 Industry Classification System Subsector 441120 (August 2019). Even if this industry size standard was
 25 applied, Napleton Auto Group and affiliated entities’ annual receipts exceeded \$27 million. Applicants
 26 also included a management office and marketing firm which had industry size standards that would not
 have made either of these types of entities eligible.

27 ² By contrast, if a small business loan applicant operated as a franchisee but was not on the SBA
 28 Franchise Directory, then it had to provide full documentation including its franchise agreement for the
 SBA to review. If the SBA determined that the franchisor dominated the franchisee through ownership or

1 made clear that it “only addresses ‘affiliation’ between the Franchisor and [Franchisee].
2 Additionally, the applicant [Franchisee] … must meet all SBA eligibility requirements.” *Id.* To
3 expedite the application process for PPP loans, the CARES Act further streamlined the
4 franchisor-franchisee affiliation analysis by waiving the SBA Form 2462 Addendum requirement
5 for franchises on the SBA Franchise Directory. 15 U.S.C. 636(a)(36)(D)(iv)(II) (waiving
6 “applicable” franchise affiliation in the operative regulatory section).

7 120. For example, Mercedes-Benz being listed on the SBA Franchise Directory meant
8 that the SBA had reviewed Mercedes-Benz franchise agreements with dealerships, and
9 determined that Mercedes-Benz dealerships were sufficiently independent of Mercedes-Benz,
10 so that Mercedes-Benz’s employees, assets, and profits were not imputed to dealerships for
11 purposes of determining whether a dealership met the size limits for a small business loan. When
12 a dealership applied for a small business loan prior to the COVID-19 pandemic, it was required
13 to complete SBA Form 2462 Addendum confirming that the dealership would remain
14 sufficiently independent of Mercedes-Benz for the duration of the loan term. When the
15 dealership applied for a PPP loan, the CARES Act franchise affiliation waiver meant that the
16 dealership was not required to complete SBA Form 2462 Addendum, as Mercedes-Benz’s
17 inclusion on the SBA Franchise Directory was considered sufficient for purposes of determining
18 no affiliation between the dealership and Mercedes-Benz.

19 121. First Draw PPP loan applications also include the following certification:

20 Current economic uncertainty makes this loan request necessary to support the
21 ongoing operations of the Applicant.

22 93. 122. Government guidance stated, “Borrowers must make this certification in
23 good faith, taking into account their current business activity and their ability to access other
24 sources of liquidity sufficient to support their ongoing operations in a manner that is not
25 significantly detrimental to the business.” U.S. Small Business Administration, “Paycheck

26 control, then the franchisee would be considered an affiliate of the franchisor unless substantial revisions
27 were made to the franchise agreement.

1 Protection Program Loans Frequently Asked Questions (FAQs), Answer 31 (April 23, 2020).

2 123. Businesses that are “part of a single corporate group shall in no event receive
3 more than \$20,000,000 of PPP loans in the aggregate.” U.S. Small Business Administration, For
4 purposes of this limit, businesses are part of a single corporate group if they are majority owned,
5 directly or indirectly, by a common parent. This limitation shall be immediately effective with
6 respect to any loan that has not yet been fully disbursed as of April 30, 2020 (footnotes
7 omitted).” For loans that have been partially disbursed, this limitation applies to any additional
8 disbursement that would cause the total PPP loans to a single corporate group to exceed \$20
9 million. U.S. Small Business Administration, Interim Rule, “Business Loan Program

10 Temporary Changes; Paycheck Protection Program-Requirements-Corporate Groups and Non-
11 Bank and Non-Insured Depository Institution Lenders” (2020).

12 94124. First Draw PPP loan applications also required applicants to certify that
13 they were “not engaged in any activity that is illegal under federal, state or local law.”

14 95. 125. First Draw PPP loan applications prohibited violations of the Equal Credit
15 Opportunity Act, stating the following:

16 Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from
17 discriminating against credit applicants on the basis of race, color, religion,
18 national origin, sex, marital status or age (provided the applicant has the capacity
19 to enter into a binding contract); because all or part of the applicant’s income
derives from any public assistance program; or because the applicant has in good
faith exercised any right under the Consumer Credit Protection Act.

20 126. First Draw PPP loan applicants also required applicants to certify that “I will
21 comply, whenever applicable, with the civil rights and other limitations in this form.”

22 127. First Draw PPP loan applications prohibited racial discrimination in any form,
23 stating the following:

24 Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial
25 assistance must agree not to discriminate in any business practice, including
26 employment practices and services to the public on the basis of categories cited in
27 13 C.F.R., Parts 112, 113, and 117 of SBA regulations. All borrowers must
display the “Equal Employment Opportunity Poster” prescribed by SBA.

1 128. Lenders received a loan processing fee when processing a First Draw PPP loan.

2 The loan processing fee varied depending on the size of the PPP loan. Before December 27,
3 2020, the loan processing fee for a loan of no more than \$350,000 was 5% of the loan amount,
4 the loan processing fee for loans of more than \$350,000 and less than \$2,000,000 was 3% of the
5 loan amount, and the loan processing fee for a loan of at least \$2,000,000 was 1% of the loan
6 amount. Nevertheless, lenders were not responsible for statements made in PPP loan
7 applications; this was the responsibility of applicants. During the PPP loan application process,
8 lenders neither provided PPP applications to the government nor informed the government of
9 loan proceed disbursement dates.

10 129. When applying for forgiveness for a First Draw PPP loan, applicants had to
11 certify that PPP loan proceeds were used for eligible purposes and certify that information
12 provided in all supporting documents and forms was true and correct in all material respects.

13 96130. Entities were able to apply for additional PPP loans (i.e., second draw PPP
14 loans) in 2021.

15 97131. Similar to First Draw PPP loan applications, Second Draw PPP loan
16 applications also required applicants to certify to the following:

17 I further certify that the information provided in this application and the
18 information provided in all supporting documents and forms is true and accurate
19 in all material respects. I understand that knowingly making a false statement to
20 obtain a guaranteed loan from the SBA is punishable under the law, including
21 under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years
and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not
more than two years and/or a fine of not more than \$5,000; and, if submitted to a
federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more
than thirty years and/or a fine of not more than \$1,000,000.

22 98132. Similar to First Draw PPP loan applications, within Second Draw PPP
23 loan applications, Second Draw PPP loan applicants were asked to mark Yes or No in response
24 to the following question 3.

25 Is the Applicant or any owner of the Applicant an owner of any other business, or
26 have common management (including a management agreement) with any other
27 business? If yes, list all such businesses (including their TINs if available) and
28 describe the relationship on a separate sheet identified as addendum A.

1 99133. Addendum A was supposed to include all other businesses with common
 2 management and ownership, i.e., affiliated entities. Common management and ownership are
 3 defined in federal regulations 13 C.F.R. §§ 121.103(e) and 121.301(f). If one or more officers,
 4 directors, managing members or general partners of a business controls the Board of Directors or
 5 the management of another business, the businesses are affiliated. 13 C.F.R. § 121.103(e).
 6 Common ownership can be established in a number of ways. This includes owning more than
 7 50% of multiple businesses or owning 20% or more of a business when owning more than 50%
 8 of another business in the same 3-digit North American Industry Classification System
 9 subsector. 13 C.F.R. § 121.301(f). Either common management or ownership is sufficient on
 10 their own to establish affiliation. Specific rules for calculating the number of employees are in 13
 11 C.F.R. § 121.106, 13 C.F.R. § 121.106.

12 400134. The Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues
 13 Act and federal regulations further specify that applicants were only eligible for Second Draw
 14 PPP loans if affiliated entities had under 300 employees, with limited exception. Unlike with the
 15 First Draw PPP loans, Second Draw applicants were not eligible simply because they met a
 16 pertinent industry size standard or the alternative size standard. The Second Draw PPP loan
 17 application makes this abundantly clear in the application itself, stating the following in bold:

18 **Number of Employees (including affiliates, if applicable; may not exceed 300
 19 unless “per location” exception applies):**

20 The applicant must list the number of employees, including affiliates. Moreover, the applicant
 21 must later certify to meeting this eligibility criteria.

22 101135. Second Draw PPP loan applications required the applicant to
 23 identify whether it was a franchise listed on the SBA Franchise Directory. Being listed on the
 24 SBA Franchise Directory meant that the SBA had reviewed the relevant franchise agreement and
 25 determined that the franchisor and franchisee were sufficiently independent, so that they were
 26 not considered affiliates of each other for purposes of determining eligibility for a small business
 27 loan. See U.S. Small Business Administration, “The SBA Franchise Directory Simplifies

1 Processes to Help Entrepreneurs Access Capital” (2018) (explaining the purpose of the SBA
 2 Franchise Directory and steps to get on the Directory including emailing the SBA a franchise
 3 agreement). Prior to the COVID-19 pandemic, if a small business loan applicant’s franchisor was
 4 already listed on the SBA Franchise Directory, then the applicant was not required to re-submit
 5 the franchise agreement for full analysis of the franchisor-franchisee relationship. Rather, the
 6 applicant would complete SBA Form 2462 Addendum to Franchise Agreement, in which it
 7 confirmed that the franchise relationship would not change for the duration of the loan term. See
 8 SBA Form 2462 (2018).³ The SBA Form 2462 addendum made clear that it “only addresses
 9 ‘affiliation’ between the Franchisor and [Franchisee]. Additionally, the applicant [Franchisee] ...
 10 must meet all SBA eligibility requirements.” *Id.* To expedite the application process for PPP
 11 loans, the CARES Act further streamlined the franchisor-franchisee affiliation analysis by
 12 waiving the SBA Form 2462 Addendum requirement for franchises on the SBA Franchise
 13 Directory. 15 U.S.C. 636(a)(36)(D)(iv)(II) (waiving “applicable” franchise affiliation in the
 14 operative regulatory section).

15 136. For example, Mercedes-Benz being listed on the SBA Franchise Directory meant
 16 that the SBA had reviewed Mercedes-Benz franchise agreements with dealerships, and
 17 determined that Mercedes-Benz dealerships were sufficiently independent of Mercedes-Benz,
 18 so that Mercedes-Benz’s employees, assets, and profits were not imputed to dealerships for
 19 purposes of determining whether a dealership met the size limits for a small business loan. When
 20 a dealership applied for a small business loan prior to the COVID-19 pandemic, it was required
 21 to complete SBA Form 2462 Addendum confirming that the dealership would remain
 22 sufficiently independent of Mercedes-Benz for the duration of the loan term. When the
 23 dealership applied for a PPP loan, the CARES Act franchise affiliation waiver meant that the

24
 25 ³ By contrast, if a small business loan applicant operated as a franchisee but was not on the SBA
 26 Franchise Directory, then it had to provide full information including its franchise agreement for the SBA
 27 to review. If the SBA determined that the franchisor dominated the franchisee through ownership or
 28 control, then the franchisee would be considered an affiliate of the franchisor unless substantial revisions
were made to the franchise agreement.

1 dealership was not required to complete SBA Form 2462 Addendum, as Mercedes-Benz's
2 inclusion on the SBA Franchise Directory was considered sufficient for purposes of determining
3 no affiliation between the dealership and Mercedes-Benz.

4 137. As with First Draw PPP loan applications, Second Draw PPP loan applications
5 also include the following certification:

6 Current economic uncertainty makes this loan request necessary to support the
7 ongoing operations of the Applicant.

8 102. 138. Government guidance stated, "Borrowers must make this certification in
9 good faith, taking into account their current business activity and their ability to access other
10 sources of liquidity sufficient to support their ongoing operations in a manner that is not
11 significantly detrimental to the business." U.S. Small Business Administration, "Paycheck
12 Protection Program Loans Frequently Asked Questions (FAQs)," Answer 31 (April 23, 2020).

13 139. For Second Draw PPP loan applications, applicants must also make the following
14 additional certification.

15 The Applicant has realized a reduction in gross receipts in excess of 25% relative
16 to the relevant comparison time period. For loans greater than \$150,000,
17 Applicant has provided documentation to the lender substantiating the decline in
18 gross receipts. For loans of \$150,000 or less, Applicant will provide
documentation substantiating the decline in gross receipts upon or before seeking
loan forgives for the Second Draw Paycheck Protection Program Loan or upon
SBA request.

19
20 103The analysis of a reduction in gross receipts must be made across all affiliated entities.

21 140. Second Draw PPP loan applications also required applicants to certify that they
22 were "not engaged in any activity that is illegal under federal, state or local law."

23 104. 141. Second Draw PPP loan applications prohibited violations of the
24 Equal Credit Opportunity Act, stating the following:

25 **Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from**
26 **discriminating against credit applicants on the basis of race, color, religion,**
27 **national origin, sex, marital status or age (provided the applicant has the capacity**
28 **to enter into a binding contract); because all or part of the applicant's income**

1 derives from any public assistance program; or because the applicant has in good
2 faith exercised any right under the Consumer Credit Protection Act.

3 142. Second Draw PPP loan applicants also required applicants to certify that “I will
4 comply, whenever applicable, with the civil rights and other limitations in this form.”

5 143. Second Draw PPP loan applications prohibited racial discrimination in any form,
6 stating the following:

7 Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial
8 assistance must agree not to discriminate in any business practice, including
9 employment practices and services to the public on the basis of categories cited in
10 13 C.F.R., Parts 112, 113, and 117 of SBA regulations. All borrowers must
11 display the “Equal Employment Opportunity Poster” prescribed by SBA.

12 144. For Second Draw PPP loan applications, entities that were part of a single
13 corporate group were also not allowed to collectively receive more than \$4 million of loans. U.S.
14 Small Business Administration, “Business Loan Program Temporary Changes: Paycheck
15 Protection Program Second Draw Loans” (2021).

16 145. Lenders received a loan processing fee when processing a Second Draw PPP loan.
17 The loan processing fee varied depending on the size of the PPP loan. The loan processing fee
18 for a loan of no more than \$350,000 was 5% of the loan amount and the loan processing fee for a
19 loan of more than \$350,000 was 3% of the loan amount. Nevertheless, lenders were not
20 responsible for statements made in PPP loan applications; this was the responsibility of the
21 applicants. During the PPP loan application process, lenders neither provided PPP applications to
22 the government nor informed the government of loan proceed disbursement dates.

23 146. When applying for forgiveness for a Second Draw PPP loan, applicants had to
24 certify that PPP loan proceeds were used for eligible purposes and certify that information
25 provided in all supporting documents and forms is true and correct in all material respects.

26 **FALSE CLAIMS AND STATEMENTS WITH PPP APPLICATIONS**

27 **105VI. PPP APPLICATION FRAUDS**

28 147. Through multiple lenders, at least 42 dozens of dealerships amongst Napleton

1 Auto Group applied for First Draw PPP loans. Among other reasons, these defendant dealerships
 2 were not eligible for First Draw PPP loans because affiliated entities (including those that
 3 applied for PPP loans and those that did not apply for PPP loans) collectively had too many
 4 employees, held interests in real estate and automobiles worth ~~tenshundreds~~ of millions of
 5 dollars, and generated too much income. See Propertyshark~~See~~ Crex (2025) and PropertyShark
 6 (2024-2025). Affiliated entities of Napleton Auto Group listed 2,6423,556 employees across
 7 their First Draw PPP applications and those applications did not include employee numbers for
 8 ~~dozens of other~~ dealerships. Moreover, affiliated entities of Napleton Auto Group exceeded the
 9 \$20 million hard cap for ~~First Draw~~ PPP loans. In addition, affiliated entities of Napleton Auto
 10 Group were not eligible for First Draw PPP loans because of their repeated illegal sales practices
 11 involved illegal racial discrimination~~that were taking place contemporaneously with their PPP~~
 12 loan borrowing.

13 106148. Through multiple lenders, at least 68 dealerships amongst Napleton Auto
 14 Group applied for Second Draw PPP loans. Among other reasons, these defendant dealerships
 15 were not eligible for Second Draw PPP loans because affiliated entities of Napleton Auto Group
 16 (including those that applied for PPP loans and those that did not apply for PPP loans)
 17 collectively had more than 300 employees. Affiliated entities of Napleton Auto Group listed
 18 258335 employees across Second Draw PPP applications and those applications did not include
 19 employee numbers for dozens of additional Napleton Auto Group dealerships. Affiliated entities
 20 of Napleton Auto Group also did not collectively suffer a sufficient decrease in gross receipts. In
 21 addition, affiliated entities of Napleton Auto Group were not eligible for Second Draw PPP loans
 22 because of their repeated illegal sales practices involved illegal racial discrimination~~that were~~
 23 taking place contemporaneously with their PPP loan borrowing.

24 107

25

26 **A. SPECIFIC FRAUD NO. 1**
Concealing Size

1 149. With respect to both First Draw PPP loans and Second Draw PPP loans, the
 2 defendant dealerships and real estate holding companies are affiliated for two distinct reasons
 3 which are each sufficient on their own to establish affiliation. First, there is common
 4 management amongst the ~~Napleton Auto Group~~-defendant dealerships and the real estate where
 5 those dealerships operate. In particular, Edward F. Napleton and other Napleton family members
 6 oversee the operation of affiliated entities of Napleton Auto Group. ~~Second, there is common~~
 7 ~~ownership amongst the Napleton Auto Group~~~~Defendant dealerships use the name “Napleton~~
 8 ~~Auto Group,” assert as their origin story their founding in 1931 by Edward W. Napleton, and~~
 9 ~~operate in such a manner that the sale of specific automobile brands does not disrupt similar~~
 10 ~~brands in the same local markets.~~⁴ Moreover, ~~defendant dealerships share outside advisors,~~
 11 ~~financial resources, and sales practices. Certain defendant dealerships share officers, managers,~~
 12 ~~employees, Second, there is common ownership amongst the~~ defendant dealerships and the real
 13 estate where those dealerships operate. In particular, Edward F. Napleton and other Napleton
 14 family members own ~~Napleton Auto Group dealerships and the real estate where the dealerships~~
 15 ~~operate. Propertyshark (2024). This is detailed in the below tables.~~~~most of the defendant~~
 16 ~~dealerships and the real estate where the dealerships operate. This can be shown under 13 C.F.R.~~
 17 ~~§ 121.301(f). For instance, family members own more than 50% of multiple businesses or own~~
 18 ~~20% or more of a business when owning more than 50% of another business in the new car~~
 19 ~~dealership subsector. To find affiliation it is not necessary to show that all entities are part of the~~
 20 ~~same official corporate structure, so affiliation can still be shown with real estate holding~~

21
 22 ⁴ ~~A website for the Eward F. Napleton-led automobile dealerships has “Napleton Auto Group” at the top~~
 23 ~~right in large font and states “Eward W. Napleton, opened his first automotive business in 1931 on~~
 24 ~~Chicago’s South Side.” See~~ [~~https://www.napleton.com/about.php~~](https://www.napleton.com/about.php) (last visited August 24, 2025); ~~A~~
 25 ~~website for the Paul R. Napleton-led automobile dealerships has “Napleton Auto Group” throughout and~~
 26 ~~states, “From 1931, when Edward W. Napleton opened a small Desoto dealership on the south side of~~
 27 ~~Chicago, to more than 60 Napleton Auto Group dealerships our family owns today” See~~
 28 ~~https://www.shopnapleton.com/about-us/~~ (last visited August 24, 2025); ~~A website for the Stephen R.~~
 29 ~~Napleton-led automobile dealerships states “We’re pleased to welcome you to the Napleton Auto Group~~
 30 ~~... From 1931, when Edward W. Napleton opened a small Desoto dealership on the south side of~~
 31 ~~Chicago, to the more than 60 Napleton Auto Group dealerships our family owns today ...” See~~
 32 ~~https://www.stevenapleton.com/about-us/~~ (last visited August 24, 2025).

1 companies even if they hold property outside the official Napleton Auto Group corporate
 2 structure. See Illinois Secretary of State (2024 and 2025), Indiana Secretary of State (2024),
 3 Minnesota Secretary of State (2024), Missouri Secretary of State (2024), Pennsylvania Secretary
 4 of State (2024), Wisconsin Department of Financial Institutions (2024), and Florida Secretary of
 5 State (2024 and 2025), Georgia Secretary of State (2024), Title Documents (2020), Crexi (2025),
 6 and PropertyShark (2024). This is detailed in the below tables, which are supported by
 7 documentation in Exhibit B.⁵

8 **Table 2: Dealership Defendants' Common Management and Ownership**

9 150. With large groups, such as Napleton Auto Group, the applicants clearly exceed
 10 employee count maximums for First Draw PPP loans and Second Draw PPP loans. Thus, the
 11 determination of size eligibility thus rests on whether the applicants were eligible under the
 12 alternative size standard. However, the applications that defendant dealerships provided to
 13 lenders included materially false statements including their certification that they were eligible
 14 for PPP loans and any Addendum A did not identify all affiliated entities. In doing so,
 15 Defendants did not reveal key information such as affiliated real estate holding companies and
 16 the value of property held by the holding companies which would have clearly indicated that
 17 Defendants were not eligible under the alternative size standards. Any lender that saw the full
 18 extent of the property held by affiliated real estate holding companies, would have known that
 19 Defendants were ineligible for PPP loans, but this was not provided to them by Defendants.

20 151. To facilitate their disclosing key information in connection with their PPP
 21 applications, Defendants made materially false statements about the scope of a franchise
 22 affiliation waiver, which did not in fact excuse Defendants from the relevant SBA size rules. The
 23 franchise affiliation waiver only provided a limited waiver of documentation requirements

25 ⁵ The CARES Act specifically discusses applicants with more than one physical location in a subsection
 26 titled “BUSINESS CONCERNS WITH MORE THAN 1 PHYSICAL LOCATION.” In doing so, the
 27 CARES Act provides a per location exception specifically for the hospitality sector which is repeated in
 28 PPP applications. Neither this subsection nor PPP applications state that there is a per location exception
 for the automobile dealership sector, directly or indirectly.

1 concerning the relationship between a franchisee and its franchisor. Specifically, prior to the
 2 COVID-19 pandemic, small business loan applicants operating as a franchise listed on the SBA
 3 Franchise Directory were required to submit SBA Form 2462 Addendum to Franchise
 4 Agreement with their SBA Franchise Directory-listed franchisor. See SBA Form 2462 (2018). In
 5 the SBA Form 2462 Addendum, the applicant confirmed that the franchisor-franchisee
 6 relationship—which the SBA had already reviewed by virtue of listing the franchise on the SBA
 7 Franchise Director—would not change for the duration of the loan term. The SBA Form 2462
 8 addendum made clear that it “only addresses ‘affiliation’ between the Franchisor and
 9 [Franchisee]. Additionally, the applicant [Franchisee] ... must meet all SBA eligibility
 10 requirements.” To expedite the application process for PPP loans, the CARES Act waived the
 11 “applicable” franchise affiliation in 13 C.F.R. § 121.103 which concerned such franchisee-
 12 franchisor affiliation through franchise agreements. See 13 C.F.R. § 121.103(i) (discussing
 13 “Affiliation based on franchise and license agreements”); U.S. Small Business Administration,
 14 “SBA Form 2462, Addendum to Franchise Agreement” (stating “A franchisor and franchisee
 15 must use this form when a franchisee applies for SBA-assisted financing.”).
 16 <https://www.sba.gov/document/sba-form-2462-addendum-franchise-agreement> (last visited
 17 August 8, 2025). As Defendants already knew that the franchise affiliation waiver waived the
 18 need to complete a franchise agreement addendum, asserting that the franchise affiliation waiver
 19 did far more than this, and extended beyond the franchisee-franchisor relationship, at least
 20 constituted reckless disregard of the truth or falsity of the information, especially when
 21 Defendants knew lenders were not responsible for the accuracy of applicants’ statements.
 22 Moreover, any specific representation that a waiver of 13 C.F.R. § 121.103 waived all affiliation
 23 rules outside the franchisee-franchisor context was on its face materially false.

24 152. Submission of False Claim & False Statement in Support of False Claim. For all
 25 their PPP loans, Defendants submitted false claims and made false statements in support of these
 26 claims when they applied for PPP loans certifying that they were eligible for PPP loans and
 27 submitted PPP forgiveness applications certifying that loan proceeds were used for eligible
 28

1 purposes. Defendants' claims were false because Defendants did not meet the size eligibility
 2 criteria for PPP loans, and thus were not eligible for PPP loans. The loans proceeds were not
 3 used for eligible purposes because Defendants were not eligible for PPP loans. Defendants'
 4 claims were supported by additional false statements, including false statements about their
 5 employee counts which did not account for affiliated entities, and false statements in connection
 6 with the addenda to their loan applications. All defendant dealerships were ineligible for
 7 obtaining PPP loans under each relevant size eligibility criteria. Defendants had too many
 8 employees to qualify for First Draw PPP loans under the 500 maximum employee cap and the
 9 pertinent industry standard 200 employee cap, and they had too many employees to qualify for
 10 Second Draw PPP loans under the 300 maximum employee cap. Defendants did not qualify for
 11 First Draw PPP loans under the alternative size standard because they had more than \$15 million
 12 of tangible net worth, and average net income after federal incomes taxes (excluding carry-over
 13 losses) of more than \$5 million for two full fiscal years prior to the application date of their First
 14 Draw PPP loans.⁶ These false claims and statements were material, as Defendants would not
 15 have received the loans or forgiveness for the loans without these false claims and statements.
 16 Because of these false claims and false statements, the government was damaged in the total
 17 amount of all forgiven PPP loan proceeds equaling at least \$44,246,337⁷ and loan processing
 18 fees for all PPP loans equaling approximately \$1,609,814 for all PPP loans. Defendants knew
 19 that they did not meet the size eligibility for PPP loans, and thus did not qualify for the PPP
 20 loans. At a minimum, Defendants acted with reckless disregard of the truth or falsity of the
 21 information in their PPP loan applications by not providing accurate comprehensive information
 22 and instead taking efforts that failed to provide appropriate transparency. Thus, there are facts
 23 showing causes of action for both a submission of a false claim and a false statement in support

24
 25 ⁶ Even if these numbers are calculated separately for Eward F. Napleton-led automobile dealerships, they
 26 are all exceeded. Likewise, even if these numbers are calculated separately for Paul R. Napleton-led
 27 automobile dealerships, they are all exceeded. Again, likewise, even if these numbers are calculated
 28 separately for Stephen R. Napleton-led automobile dealerships, they are all exceeded.

⁷ There are several million dollars more of loan proceeds where Exemption 4 is listed for the forgiveness
 status of the connected PPP loans.

1 of a false claim.

2 153. Conspiracy to Violate the False Claims Act. For all their First Draw PPP loans, all
 3 Defendants (including Defendant real estate holding companies) had an agreement to defraud the
 4 government by getting their false claims paid. This conspiracy involved failing to provide
 5 complete and accurate information to the government. Had Defendants provided complete and
 6 accurate information to government, Defendants would not have received First Draw PPP loans
 7 or received forgiveness for these PPP loans because it would have been clear that Defendants did
 8 not qualify for PPP loans under any of the First Draw size eligibility criteria, including the
 9 alternative size standard. Defendants possessed requisite scienter for the reasons stated above.
 10 The government was damaged in the total amount of all forgiven First Draw PPP loan proceeds
 11 equaling at least approximately \$40,322,173⁸ and loan processing fees for all First Draw PPP
 12 loans equaling an estimated approximately \$1,475,386. Thus, there are facts showing a
 13 conspiracy to violate the False Claims Act.

14 **Table 2: Defendant Dealerships' Common Management and Ownership**

15 Defendant	16 PPP Borrower Address	17 Principal AddressManagement and Ownership	18 Officer	19 Members/Managers/Directors
20 Napleton's Arlington Heights Motors, Inc. (dba <u>Napleton's</u> Arlington Heights Chrysler Dodge Jeep <u>RamRAM</u>)	21 1155 W Dundee Rd, Arlington Heights, IL	22 Manager: Edward F. Napleton, ⁴ Oakbrook Terrace #600 Oakbrook, Terrace, IL	23	24 Deleted Cells Deleted Cells
25 Ed Napleton Elmhurst Imports, Inc. (dba Ed Napleton Acura)	26 745 West Lake St, Elmhurst, IL	27 President: Edward F. Napleton, ⁴ Oakbrook Terrace #600,	28	Deleted Cells Deleted Cells

27 ⁸ There are several million dollars more of loan proceeds where Exemption 4 is listed for the forgiveness
 28 status of the connected PPP loans.

1 Defendant	2 PPP Borrower Address	3 Principal AddressManagement and Ownership	4 Office rs	5 Members/Managers/ Directors
		<u>Oakbrook Terrace, IL</u> <u>Secretary:</u> Katherine Napleton, ¹ <u>Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u>		Deleted Cells Deleted Cells
10 Ed Napleton Westmont Imports, Inc. (dba Ed Napleton Westmont Porsche)	11 201 E Ogden Ave, Westmont, IL*	12 <u>President:</u> Edward F. Napleton, ¹ <u>Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u> <u>Secretary:</u> Katherine Napleton, ¹ <u>Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u>	13	14
18 <u>Napleton's</u> Napleton's Autowerks, Inc. (dba Loves Park Mercedes)	19 6600 E Riverside Blvd, Loves Park, IL*	20 <u>President:</u> William Napleton <u>Secretary:</u> Paul Napleton	21	Deleted Cells Deleted Cells
21 <u>Napleton's</u> Napleton's River Oaks Motors, Inc. (dba <u>Napleton's</u> Napleton's River Oaks Chrysler Dodge Jeep RAM)	22 17225 Torrence Ave, Lansing, IL*	23 <u>President:</u> Edward F. Napleton, ¹ <u>Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u> <u>Secretary:</u> Brian Napleton, ¹ <u>Oakbrook Terrace #600,</u>	24	Deleted Cells Deleted Cells

1	Defendant	PPP Borrower Address	Principal Address Management and Ownership	Office rs	Members/Managers/Directors
2			<u>Oakbrook Terrace, IL</u>		Deleted Cells Deleted Cells
3	Ed Napleton Calumet City Imports, Inc. (dba Napleton River Oaks Hyundai)	1985 River Oaks Dr, Calumet City, IL	<u>President:</u> Edward F. Napleton, ¹ <u>Oakbrook Terrace #600, Oakbrook Terrace, IL</u> <u>Secretary:</u> Katherine Napleton, ¹ <u>Oakbrook Terrace #600, Oakbrook Terrace, IL</u>		
4	Napleton Automotive of Urbana, LLC (dba Genesis of Urbana, <u>Napleton's Napleton's</u> Auto Park of Urbana, <u>Napleton's Napleton's</u> Urbana Mitsubishi, <u>Napleton's Napleton's</u> Hyundai of Urbana, <u>Napleton's Napleton's</u> Kia of Urbana, <u>Napleton's Napleton's</u> Mazda of Urbana, <u>Napleton's Napleton's</u> Volkswagen of Urbana)	1111 Napleton Way, Urbana, IL*	¹ <u>Oakbrook Terrace #600, Oakbrook Terrace, IL</u>	<u>Manager:</u> Edward F. Napleton, ¹ <u>Oakbrook Terrace #600, Oakbrook Terrace, IL</u>	Deleted Cells Deleted Cells
5	Napleton's Schaumburg Pontiac-GMC Inc. (dba <u>Napleton's Napleton's</u> Schaumburg Buick GMC)	100 W Golf Rd, Schaumburg, IL*		<u>President:</u> Stephen R. Napleton, ¹¹⁰ <u>W Golf Rd Schaumburg, IL</u>	Deleted Cells Deleted Cells
6	Napleton Motor Corp. (dba Napleton	505 N. Perryville		<u>President:</u> William F. Napleton, ⁵⁰⁵	

1	Defendant	PPP Borrower Address		Principal AddressManagement and Ownership	Office rs	Members/Managers/Directors
2	Subaru, Porsche Rockford)	Rd, Rockford, IL*			N. Perryville Rd, Rockford, IL <u>Secretary:</u> Paul Napleton, 505 N. Perryville Rd, Rockford, IL	
3	Napleton Urbana Imports LLC (dba Napleton's Napleton's Auto Park of Urbana, Napleton's Napleton's Toyota of Urbana, Napleton's Napleton's Scion of Urbana)	1111 Napleton Way, Urbana, IL*	4 Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
4	Napleton's Park Ridge Lincoln Inc. (dba Napleton Lincoln)	1610 Waukegan Rd, Glenview, IL			President: William F. Napleton, 10400 W Higgins #305, Rosemont, IL <u>Secretary:</u> Lauren Napleton, 10400 W Higgins #305, Rosemont, IL	
5	Napleton's River Oaks Cadillac, Inc. (dba Napleton's Napleton's River Oaks Cadillac)	1777 River Oaks Dr, Calumet City, IL*			Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL <u>President:</u> Paul Napleton <u>Secretary:</u> William Napleton, 1	

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1	Defendant	PPP Borrower Address	Principal Address Management and Ownership	Office rs	Members/Managers/Directors
2			Oakbrook Terrace #600, Oakbrook Terrace, IL		
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7	Napleton's Schaumburg Subaru, Inc. (dba Napleton's Napleton's Schaumburg Subaru)	919 W Higgins Rd, Schaumburg, IL	<u>President:</u> Christopher J. Napleton, <u>911 W Higgins Rd, Schaumburg, IL</u> <u>Secretary:</u> Erin Conway, <u>110 W Golf Rd, Schaumburg, IL</u>		
8					
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12	Napleton's Countryside Motors, Inc. (dba Napleton's Napleton's Countryside Mazda)	6060 S La Grange Rd, Countryside, IL	<u>President:</u> Stephen PR. Napleton, <u>110 W Golf Rd, Schaumburg, IL</u> <u>Secretary:</u> Erin Conway, <u>110 W Golf Rd, Schaumburg, IL</u>		
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14					
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18	Napleton Schaumburg Motors, Inc. (dba Napleton's Napleton's Schaumburg Mazda)	110 W Golf Rd, Schaumburg, IL	<u>President:</u> Stephen R. Napleton, <u>805 Ambriance, Burr Ridge, IL</u>		
19					
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21	Napleton Libertyville, Inc. (dba Napleton Mazda of Libertyville)	1120 S Milwaukee Ave, Libertyville, IL*	<u>Director:</u> William F. Napleton, <u>1120 S. Milwaukee Ave, Libertyville, IL</u>		
22					
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24	Napleton's Autowerks of Bourbonnais, Inc. (dba Mercedes-Benz of Bourbonnais)	515 William R Latham Senior Dr, Bourbonnais, IL	<u>President:</u> Paul Napleton, <u>10400 W Higgins #235, Rosemont, IL</u>		
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1	Defendant	PPP Borrower Address	Principal Address Management and Ownership	Office rs	Members/Managers/Directors
2	Napleton's Palatine Motors-Holding, Inc. (dba Napleton's Napleton's Palatine Mazda)	1811 N Rand Rd, Palatine, IL	<u>President:</u> Matthew Napleton, 110 W Golf Rd, Schaumburg, IL <u>Secretary:</u> Erin Conway, 110 W Golf Rd, Schaumburg, IL		Deleted Cells Deleted Cells
3	Fran Napleton Lincoln, Inc. (dba Napleton Lincoln of Blue Island)	2950 W 127th Street, Blue Island, IL	<u>President:</u> Paul Napleton, 2950 W 127th St, Blue Island, IL <u>Secretary:</u> Kathleen A. Napleton, 2950 W 127th St Blue Island IL		
4	<u>Ed Napleton Oak Lawn Imports, Inc. (dba Ed Napleton Honda in Oak Lawn)</u>	<u>5800 W 95th St Oak, Lawn, IL</u>	<u>President:</u> Edward F. Napleton		
5	<u>Napleton Aurora Imports, Inc. (dba Napleton's Valley Hyundai)</u>	<u>4333 Ogden Ave, Aurora, IL*</u>	<u>President:</u> Edward F. Napleton		
6	<u>Napleton's Goldcoast Imports, Inc. (dba Napleton's Aston Martin Downers Grove, Napleton Maserati Downers Grove)</u>	<u>217 Ogden Ave, Downers Grove, IL*</u>	<u>President:</u> Edward F. Napleton		
7	<u>Steve Foley Cadillac, Inc.</u>	<u>100 Skokie Rd, Northbrook, IL*</u>	<u>President:</u> William F. Napleton		
8	<u>Napleton 1050, Inc. (dba Napleton Cadillac of Libertyville)</u>	<u>1050 S Milwaukee Ave, Libertyville, IL*</u>	<u>President:</u> William F. Napleton <u>Secretary:</u> Paul Napleton		
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1	Defendant	2	PPP Borrower Address	3	Principal Address Management and Ownership	4	Office rs	5	Memb ers/ Manag ers/ Directo rs
6	<u>Napleton 6677, Inc.</u> (dba <u>Land Rover</u> <u>Rockford, Jaguar</u> <u>Rockford</u>)	7	<u>6677 E Riverside Blvd,</u> <u>Rockford, IL*</u>	8	<u>Directors: William F. Napleton,</u> <u>Paul Napleton</u>	9		10	Deleted Cells Deleted Cells
11	<u>Napleton Carmel Motors, LLC Fleet, Inc.</u> (dba <u>Napleton</u> <u>Hyundai of Carmel Fleet Group</u>)	12	<u>4200 E 96th St,</u> <u>Indianapolis, IN</u>	13	<u>Edward F. Napleton, 1 Oakbrook Terrace #600515, Oakbrook Terrace, IL</u>	14	<u>President: Edward F. Napleton</u> <u>Secretary: Katherine Napleton</u>	15	Deleted Cells Deleted Cells
16	<u>North American Automotive Services, Inc. (dba Cash4Techs)</u>	17	<u>1 Oakbrook Terrace #600, Oakbrook Terrace, IL</u>	18	<u>President: Edward F. Napleton</u>	19		20	
21	<u>Oak Hill Marketing</u>	22	<u>1 Oakbrook Terrace #700, Oakbrook Terrace, IL</u>	23	<u>President: Edward F. Napleton</u> <u>Secretary: Brian Napleton</u>	24		25	
26	<u>Sessler Ford, Inc.</u> (dba <u>Napleton Ford in Libertyville</u>)	27	<u>1010 S Milwaukee Ave, Libertyville, IL*</u>	28	<u>President: William Napleton</u> <u>Secretary: Mary Napleton</u>	29		30	
31	<u>Napleton Carmel Motors, LLC (dba Napleton Hyundai of Carmel)</u>	32	<u>4200 E 96th St, Indianapolis, IN</u>	33	<u>Manager: Edward F. Napleton</u>	34		35	
36	<u>Napleton's Autowerks of Indiana, Inc. (dba Napleton Schererville Mercedes)</u>	37	<u>1349 Indianapolis Blvd, Schererville, IN</u>	38	<u>President: William Napleton, 1349 Indianapolis Blvd, Schererville, IN</u> <u>Vice President: Paul Napleton,</u>	39		40	Deleted Cells Deleted Cells

1	Defendant	PPP Borrower Address		Principal Address Management and Ownership	Office rs	Members/ Managers/ Directors
2				1349 Indianapolis Blvd, Schererville, IN		
3	Napleton Fishers Imports, LLC (dba Napleton Kia of Fishers)	13417 Britton Park Rd, Fishers, IN*	1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
4	Napleton Carmel Imports, LLC (dba Napleton Kia of Carmel)	3355 Harper Rd, Indianapolis, IN	1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
5	Napleton 1301, Inc. (dba Napleton Nissan Schererville)	1301 Indianapolis Blvd, Schererville, IN	1301 Indianapolis Blvd, Schererville, IN	President: Bridget Napleton Legal Representative: Maureen Napleton		
6	Napleton Italian Imports, LLC (dba Napleton Maserati of Indianapolis, Napleton Alfa Romeo of Indianapolis)	4180 E 96th St, Indianapolis, IN*	1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
7	Napleton Twin Cities Imports, LLC (dba Lexus of Wayzata)	16100 Wayzata Blvd, Wayzata, #600,	1 Oakbrook Terrace #600,	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		

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1	Defendant	PPP Borrower Address		Principal AddressManagement and Ownership	Office rs	Members/Managers/ Directors
2		MN*	Oakbrook Terrace, IL			
3	Napleton Wayzata Motors, LLC (dba Chevrolet of Wayzata)	16200 Wayzata Blvd, Wayzata, MN*	#1 Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
4	Napleton Rochester Imports, LLC (dba Mercedes-Benz of Rochester)	4447 Canal PL SE, Rochester, MN*	#1 Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
5	Ed Napleton St. Louis Imports, Inc. (dba Ed Napleton Honda St Peters)	4780 N Service Rd, Saint Peters, MO*	4780 N Service Rd, Saint Peters, MO	President and Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL Secretary: Katherine Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Deleted Cells Deleted Cells
6	Napleton's Mid Rivers Motors, Inc. (dba Napleton's Napleton's Mid Rivers Chrysler)	4951 Veterans Memorial Pkwy Parkway,	#1 Oakbrook Terrace, IL	President and Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		Deleted Cells Deleted Cells

1	Defendant	PPP Borrower Address			Principal AddressManagement and Ownership	Office rs	Members/Managers/ Directors
2	Dodge Jeep RAM Fiat)	Saint Peters, MO*	k Terrace, IL	k Terrace #600, Oakbrook Terrace, IL			
3	Napleton Hazelwood Imports, LLC (dba Napleton Hyundai)	649 Dunn St, Hazelwood, MO*	4 Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL			
4	Napleton Mid Rivers Imports, Inc. (dba Napleton's Napleton's Mid Rivers Kia)	4955 Veterans Memorial Pkwy Park way, Saint Peters, MO	1 Oakbrook Terrace #600, Oakbrook Terrace, IL	Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL	President and Director: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
5	Napleton St. Louis Imports, LLC (dba Napleton St. Louis Nissan)	10964 Page Avenue, St. Louis, MO*	4 Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL			
6	Napleton Autowerks Missouri, Inc. (dba Porsche Springfield)	3508 E. Division St, Springfield, MO*	441 E 4th St, Hinsdale, IL	Paul R. Napleton, 441 E 4th St, Hinsdale, IL	President and Director: Paul R. Napleton, 441 E 4th St, Hinsdale, IL		

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1	Defendant	PPP Borrower Address		Principal AddressManagement and Ownership	Office rs	Members/Managers/Directors
2						
3	Napleton Wyoming Valley Imports, Inc. (dba Wyoming Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley)	1470 Highway 315, Wilkes-Barre, PA	# Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
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5	Napleton's Ellwood Motors, Inc. (dba Napleton Ellwood City Chrysler Dodge Jeep RAM)	1000 Lawrence Ave, Ellwood City, PA		President: Edward F. Napleton		
6						
7	Napleton Brookfield Imports, LLC (dba Toyota of Brookfield)	20655 W Capitol Dr, Brookfield, WI*	# Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
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9	Napleton Bluemound Imports, LLC (dba Lexus of Brookfield)	20001 W Bluemound Rd, Brookfield, WI*	# Oakbrook Terrace #600, Oakbrook Terrace, IL	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
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11	Napleton Autowerks Wisconsin, Inc. (dba Napleton Chevrolet Columbus)	800 Maple Ave, Columbus, WI*	10400 W Higgins #305, Rosemont, IL	Legal Representative: Maureen Napleton		
12						
13	Napleton's North Palm Auto Park, Inc. (dba Napleton's Napleton's Northlake Chrysler)	3701 Northlake Blvd, Lake	3701 Northlake Blvd, Lake Park, FL*	President: Edward F. Napleton, 1 Oakbrook Terrace #600,		
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1	Defendant	PPP Borrower Address	Principal Address Management and Ownership	Office rs	Members/Managers/Directors
2	Dodge Jeep RAM)	Park, FL *	<u>Oakbrook Terrace, IL</u> <u>Secretary:</u> <u>Brian Napleton,</u> <u>1 Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u> <u>Katherine Napleton,</u> <u>1 Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u> <u>Bruce Etheridge,</u> <u>1 Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u>		Deleted Cells Deleted Cells
17	Napleton Enterprises, LLC (dba Napleton Kissimmee Chrysler Dodge Jeep RAM)	1460 E Osceola Pkwy Park way, Kissimmee, FL*	<u>1460 E Osceola Pkwy, Kissimmee, FL*</u> <u>Manager:</u> <u>Edward F. Napleton,</u> <u>1 Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u> <u>Secretary:</u> <u>Brian Napleton,</u> <u>1 Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u> <u>Bruce Etheridge,</u> <u>1 Oakbrook Terrace #600,</u> <u>Oakbrook Terrace, IL</u>		

27 * This property is owned by the Napleton Auto Group. See Table 32: Defendants' Real Estate Holdings.
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1	Defendant	PPP Borrower Address	Principal Address Management and Ownership	Office rs	Members/Managers/Directors
2			Oakbrook Terrace #600, Oakbrook Terrace, IL		
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6	Napleton's Palm Beach Imports, LLC (dba <u>Napleton's Napleton's</u> Palm Beach Acura)	6870 Okeechobee Blvd, West Palm Beach, FL*	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL Secretary: Brian Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
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14	Napleton Orlando Imports, LLC (dba <u>Napleton's Napleton's</u> Volkswagen of Orlando)	12700 E Colonial Dr, Orlando, FL*	Manager: Edward F. Napleton, 1 Oakbrook Terrace #600, Oakbrook Terrace, IL		
15					
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18	Napleton Sanford Imports, LLC (dba <u>Napleton's</u> Volkswagen of Sanford)	4175 S Orlando Dr, Sanford, FL*	Manager: Edward F. Napleton		
19					
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21	North Palm Motors, LLC (dba Napleton Northlake Kia)	3626 Northlake Blvd, Palm Beach Gardens, FL	Manager: Edward F. Napleton		
22					
23	EFN West Palm Motor Sales, LLC (dba Napleton's West Palm Beach Genesis)	2301 Okeechobee Blvd, West Palm Beach, FL*	Manager: Edward F. Napleton		
24					
25	North Palm Hyundai, LLC (dba Napleton's North Palm Hyundai)	3703 Northlake Blvd, Palm Beach Gables, FL	Manager: Edward F. Napleton		
26					
27	Clermont Motors, LLC (dba Napleton	15859 State Rd 50, Clermont, FL*	Manager: Edward F. Napleton		
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1	Defendant	PPP Borrower Address	Principal AddressManagement and Ownership	Office rs	Members/Managers/ Directors
2	Clermont Chrysler Jeep Dodge RAM)				
3	Augusta Imports, LLC (dba Napleton Infiniti of Augusta)	3315 Washington Rd, Augusta, GA	Manager: Edward F. Napleton		
4	Macon Imports, LLC (dba Infiniti of Macon)	4763 Riverside Dr, Macon, GA	Manager: Edward F. Napleton		

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Table 3: Defendants' Real Estate Holdings

11	Defendant	Principal AddressManagement and Control	Members/Managers/OfficersRe al Estate Owned	Real Estate Owned Reported Value
12	Napleton's North Palm Auto Park, Inc.	Edward F. Napleton Brian Napleton Katherine Napleton Bruce Etheridge	3701 Northlake Blvd, Lake Park, FL	\$11,311,896.00
13	Napleton Enterprises , LLC	Edward F. Napleton Brian Napleton Bruce Etheridge	1460 E Osceola Parkway, Kissimmee, FL	\$4,225,400.00
14	Napleton's Palm Beach Imports, LLC	Edward F. Napleton Brian Napleton	6870 Okeechobee Blvd, West Palm Beach, FL	\$13,352,582.00
15	Napleton Orlando Imports, LLC	Edward F. Napleton	12700 E Colonial Dr, Orlando, FL	\$4,680,920.00
16	Clermont Motors LLC	Edward F. Napleton	15859 State Rd 50, Clermont, FL	\$8,762,367.00
17	Napleton Sanford Imports LLC	Edward F. Napleton	4175 S Orlando Dr, Sanford, FL	\$1,450,000.00
18	EFN West Palm	Edward F. Napleton	2301 Okeechobee Blvd, West Palm Beach, FL	\$8,788,312.00

1	Defendant	2	Principal Address Management and Control	3	Members/Managers/Officers Real Estate Owned	4	Real Estate Owned Reported Value
5	<u>Motor Sales LLC</u>	6		7		8	
9	EFN Westmont Real Estate Holdings, LLC	10	1 Oakbrook Terrace #600, Oakbrook Terrace, IL <u>Edward F. Napleton</u>	11	201 E Ogden Ave, Westmont, IL <u>Edward F. Napleton</u>	12	\$8,538,720.00 201 E Ogden Ave, Westmont, IL
13	Napleton Properties, LLC <u>fka Napleton's Rockford Properties LLC</u>	14	2950 W 127th St, Blue Island, IL <u>Paul Napleton</u> <u>William Napleton</u>	15	Paul Napleton William Napleton 6600 E Riverside Blvd, Loves Park, IL	16	6600 E Riverside Blvd, Loves Park, IL: \$3,988,230.00
17		18		19	505 N Perryville Rd, Rockford, IL	20	505 N Perryville Rd, Rockford, IL: \$3,531,540.00
21		22		23	100 Skokie Rd, Northbrook, IL	24	100 Skokie Rd, Northbrook, IL: \$7,200,000.00
25		26		27	1050 S Milwaukee Ave, Libertyville, IL 6677 E Riverside Blvd, Rockford, IL	28	1050 S Milwaukee Ave, Libertyville, IL: \$4,400,000.00 6677 E Riverside Blvd, Rockford, IL: \$1,722,330.00
29	EFN Lansing Property LLC	30	1 Oakbrook Terrace #600, Oakbrook Terrace, IL <u>Edward F. Napleton</u>	31	17225 Torrence Ave, Lansing, IL <u>Edward F. Napleton</u>	32	\$2,163,575.00 17225 Torrence Ave, Lansing, IL
33	EFN Urbana Properties LLC	34	1 Oakbrook Terrace #600, Oakbrook Terrace, IL <u>Edward F. Napleton</u>	35	Edward F. 1111 Napleton Way, Urbana, IL	36	925 Napleton Way, Urbana, IL \$4,698,210.00
37	100 West Golf, LLC	38	Stephen R. Napleton 110 W Golf Rd, Schaumburg, IL	39	100 W Golf Rd, Schaumburg, IL <u>Stephen R. Napleton</u>	40	100 W Golf Rd, Schaumburg, IL \$5,000,000.00
41	Sedgley Partners, LLC	42	10400 W Higgins #305, Rosemont, IL <u>William F. Napleton</u>	43	William F. Napleton 1010 S Milwaukee Ave, Libertyville, IL 1120 S Milwaukee Ave, Libertyville, IL	44	10400 W Higgins #305, Rosemont, IL \$3,889,372
45	Napleton Investment Partnership LP	46	Edward F. Napleton	47	745 W Lake St, Elmhurst, IL	48	\$1,649,595.00

1	Defendant	Principal Address Management and Control	Members/Managers/Officers Real Estate Owned	Real Estate Owned Reported Value
2	EFN Downers Grove Property LLC	Edward F. Napleton	217 Ogden Ave, Downers Grove, IL	\$428,256.00
3	EFN Aurora Property LLC	Edward F. Napleton	4333 Ogden Ave, Aurora, IL	\$6,781,869.00
4	Napleton's River Oaks Cadillac, Inc.	Paul Napleton William Napleton	1777 River Oaks Dr, Calumet City, IL	\$233,320
5	EFN Carmel Properties, LLC	1-Oakbrook-Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	Edward F. Napleton 4200 E 96th St, Indianapolis, IN	1-Oakbrook Terrace #600, Oakbrook Terrace, IL \$6,074,300.00
6	EFN Fishers Properties, LLC	1-Oakbrook-Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	13417 Britton Park Rd, Fishers, IN Edward F. Napleton	\$2,856,900.00 13417 Britton Park Rd, Fishers, IN
7	EFN Import Properties, LLC	1-Oakbrook-Terrace #600, Oakbrook, Terrace IL Edward F. Napleton	4180 E 96th St, Indianapolis, IN Edward F. Napleton	\$2,581,000.00 4180 E 96th St, Indianapolis, IN
8	EFN Wayzata Properties, LLC	1-Oakbrook-Terrace #600, Oakbrook Terrace, IL Edward F. Napleton	Edward F. Napleton 16100 Wayzata Blvd, Wayzata, MN 16200 Wayzata Blvd, Wayzata, MN	16100 Wayzata Blvd, Wayzata, MN; \$13,700,000.00 16200 Wayzata Blvd, Wayzata, MN; \$5,686,000.00
9	EFN Rochester Properties LLC	Edward F. Napleton	4447 Canal PL SE, Rochester, MN	\$2,673,800.00
10	EFN St Peters Property II LLC	312 E Capitol Ave, Jefferson City, MO Edward F. Napleton	Edward F. Napleton 4780 N Service Rd, Saint Peters, MO	4780 N Service Rd, Saint Peters, MO \$1,080,713.00
11	EFN 4951 Executive	1-Oakbrook-Terrace #600, Oakbrook	Edward F. Napleton 4951 Veterans Memorial Pkwy, Saint	4951 Veterans Memorial Pkwy, Saint

1	Defendant	2	Principal Address ^{Management} and Control	3	Members/Managers/OfficersRe al Estate Owned	4	Real Estate Owned ^{Reported} Value
5	Centre Property LLC	6	<u>Terracee, IL</u> <u>Edward F.</u> <u>Napleton</u>	7	<u>Peters, MO</u>	8	<u>Saint Peters,</u> <u>MO</u> <u>\$3,497,639.00</u>
9	EFN St. Louis Property LLC	10	<u>1-Oakbrook Terrace</u> <u>#600, Oakbrook</u> <u>Terracee, IL</u> <u>Edward F.</u> <u>Napleton</u>	11	<u>10964 Page Ave, Saint Louis,</u> <u>MO</u> <u>Edward F. Napleton</u>	12	<u>\$6,436,500.00</u> <u>1096</u> <u>4 Page Ave, Saint</u> <u>Louis, MO</u>
13	Napleton Equities LLC	14	<u>441 E 4th St,</u> <u>Hinsdale, IL</u> <u>Paul</u> <u>Napleton</u>	15	<u>3508 E Division St, Springfield,</u> <u>MO</u> <u>Paul Napleton</u>	16	<u>\$203,520.00</u> <u>3508 E</u> <u>Division St,</u> <u>Springfield, MO</u> <u>800 Maple Ave,</u> <u>Columbus, WI</u>
17	<u>EFN</u> <u>Hazelwood</u> <u>Properties</u> <u>LLC</u>	18	<u>Edward F. Napleton</u>	19	<u>649 Dunn St, Hazelwood, MO</u>	20	<u>\$5,310,000.00</u>
21	<u>EFN</u> <u>Wyoming</u> <u>Valley</u> <u>Properties</u> <u>LLC</u>	22	<u>Edward F. Napleton</u>	23	<u>1470 Highway 315 Wilkes Berre</u> <u>PA</u>	24	<u>\$7,600,000.00</u>
25	<u>EFN</u> <u>Ellwood</u> <u>Property</u> <u>LLC</u>	26	<u>Napleton Investment</u> <u>Partnership LP</u>	27	<u>1000 Lawrence Ave, Ellwood</u> <u>City, PA</u>	28	<u>\$332,000.00</u>
29	EFN Brookfield Property LLC	30	<u>1-Oakbrook Terrace</u> <u>#600, Oakbrook</u> <u>Terracee, IL</u> <u>Edward F.</u> <u>Napleton</u>	31	<u>Edward F. Napleton</u> <u>20655 W</u> <u>Capitol Dr, Brookfield, WI</u>	32	<u>20655 W Capitol</u> <u>Dr Brookfield</u> <u>WI</u> <u>\$14,952,300.00</u>
33	EFN Bluemoun d Property, LLC	34	<u>1-Oakbrook Terrace</u> <u>#600, Oakbrook</u> <u>Terracee, IL</u> <u>Edward F.</u> <u>Napleton</u>	35	<u>20001 W Bluemound Rd,</u> <u>Brookfield, WI</u> <u>Edward F.</u> <u>Napleton</u>	36	<u>\$6,269,500.00</u> <u>2000</u> <u>1-W Bluemound</u> <u>Rd, Brookfield, WI</u>
37	Napleton's North Palm Auto Park, Inc.	38	<u>3701 Northlake Blvd,</u> <u>Lake Park, FL</u>	39	<u>Edward F. Napleton</u> <u>Brian Napleton</u> <u>Katherine Napleton</u> <u>Bruce Etheridge</u>	40	<u>3701 Northlake</u> <u>Blvd, Lake Park,</u> <u>FL</u>
41	Napleton Enterprises , LLC	42	<u>1460 E Osceola</u> <u>Pkwy, Kissimmee,</u> <u>FL</u>	43	<u>Edward F. Napleton</u> <u>Brian Napleton</u> <u>Bruce Etheridge</u>	44	<u>1460 E Osceola</u> <u>Pkwy, Kissimmee,</u> <u>FL</u>
45	Napleton's Palm Beach	46	<u>6870 Okeechobee</u> <u>Blvd, West Palm</u> <u>Beach, FL</u>	47	<u>Edward F. Napleton</u> <u>Brian Napleton</u>	48	<u>6870 Okeechobee</u> <u>Blvd, West Palm</u> <u>Beach, FL</u>

1	Defendant	Principal Address Management and Control	Members/Managers/Officers Real Estate Owned	Real Estate Owned Reported Value
2	Imports, LLC			
3	Napleton Orlando Imports, LLC	12700 E Colonial Dr, Orlando, FL	Edward F. Napleton	12700 E Colonial Dr, Orlando, FL

4 108 Total Property Value: Over \$174 Million

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8 **B. SPECIFIC FRAUD NO. 2**
9 **Exceeding \$20 Million Cap**

10 154. Defendants far exceeded the \$20 million cap on PPP loans for a single corporate
11 group. All defendant dealerships operate under the Napleton Auto Group umbrella and market
12 the same origin story. Thus, Napleton Auto Group qualifies as a common parent under the U.S.
13 Small Business Administration, Interim Rule, “Business Loan Program Temporary Changes;
14 Paycheck Protection Program-Requirements-Corporate Groups and Non-Bank and Non-Insured
15 Depository Institution Lenders.” In the alternative, a common parent can otherwise be
16 established directly or indirectly for defendant dealerships. At a minimum, defendant dealerships
17 exceeded the \$20 million PPP loan cap when obtaining Second Draw PPP loans for the
18 following dealerships: Napleton’s Schaumburg Pontiac-GMC Inc., Napleton Urbana Imports
19 LLC, Napleton’s Park Ridge Lincoln Inc., Napleton’s Schaumburg Subaru Inc., Napleton
20 Libertyville, Inc., Napleton 1301 Inc, and Macon Imports, LLC. The exact amount of
21 Defendants’ First Draw PPP loans that were fully disbursed as of April 30, 2020 is currently not
22 ascertainable because only borrowers and lenders possess information identifying which loan
23 proceeds were disbursed after the Interim Rule became effective. However, all of Defendants’
24 First Draw PPP loans were approved within days or weeks of when the Interim Rule became
25 effective, making it highly improbable that any of the PPP loans could have had certain loan
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1 proceeds disbursed after that time. Thus, as much as \$26,768,746 of the \$46,768,746 First Draw
 2 PPP loan proceeds exceeded the \$20 million cap. All of the \$3,924,164 Second Draw PPP loan
 3 proceeds also exceeded the cap because all the loan proceeds were disbursed after the effective
 4 date of the Interim Rule.

5 155. To exceed the \$20 million PPP loan cap, defendant dealerships shopped lenders to
 6 process their PPP loan applications, and they never fully identified the scope of affiliated entities
 7 through an Addendum A. In total, defendant dealerships obtained PPP loans from at least eight
 8 different lenders. Defendant dealerships also applied for PPP loans with additional lenders and
 9 said lenders rejected any applications. In certain instances, defendant dealerships also switched
 10 lenders between First Draw PPP loans and Second Draw PPP loans. Napleton Urbana Imports
 11 LLC obtained a First Draw PPP loan from BMO Bank National Association and obtained a
 12 Second Draw PPP loan from Old National Bank. Napleton 1301 Inc obtained a First Draw PPP
 13 loan from JPMorgan Chase Bank, National Association and obtained a Second Draw PPP loan
 14 from The Leaders Bank. Macon Imports, LLC obtained a First Draw PPP loan from JPMorgan
 15 Chase Bank, National Association and obtained a Second Draw PPP loan from First Midwest
 16 Bank, A Division of Old National Bank. In doing so, defendant dealerships presented an
 17 incomplete picture of their total borrowing. Lenders were thus unaware that the \$20 million PPP
 18 loan cap was being exceeded when they processed or distributed loans.

19 156. Later, defendant dealerships sought forgiveness for most of their PPP loans.
 20 However, for PPP loans with certain lenders, defendant dealerships either did not apply for
 21 forgiveness or receive forgiveness. Defendant dealerships did not share this information with all
 22 their lenders. Sharing this information with all their lenders would have alerted their lenders to
 23 the fact that defendant dealerships exceeded the \$20 million PPP loan cap.

24 157. Moreover, Defendants' collective taking of slightly under \$4 million of Second
 25 Draw PPP loans – specifically \$3,924,164 – was an implicit acknowledgement that defendant
 26 dealerships were part of a single corporate group. Doing so demonstrated a sophisticated
 27 knowledge of PPP loan rules and that Defendants were aware that defendant dealerships would
 28

1 be deemed part of a single corporate group, as Second Draw PPP loans were capped at \$4
2 million for a single corporate group.

3 158. Submissions of False Claims & False Statements in Support of False Claims. For
4 all their PPP loans, Defendants submitted false claims and made false statements in support of
5 these claims when they applied for Second Draw PPP loans certifying that they were eligible for
6 Second Draw PPP loans and submitted Second Draw PPP forgiveness applications certifying that
7 loan proceeds were used for eligible purposes. The claims were false because Defendants
8 exceeded \$20 million PPP loan cap, and thus were not eligible for Second Draw PPP loans. The
9 loan proceeds were not used for eligible purposes because Defendants were not eligible purposes
10 because Defendants were not eligible for PPP loans because they had already exceeded the \$20
11 million PPP loan cap. The claims were supported by additional false statements which are
12 detailed above. When Defendants sought Second Draw PPP loans, they had already exceeded the
13 \$20 million PPP loan cap. This was material as Defendants were not allowed to receive any
14 Second Draw PPP loans since they had already exceeded the \$20 million PPP loan cap. Because
15 of Defendants' false claims and false statements, the government was damaged in the amount of
16 \$3,924,164 in forgiven loan proceeds for Second Draw PPP loans and an estimated
17 approximately \$134,428 in loan processing fees for these Second Draw PPP loans. Defendants'
18 shopping of lenders and not sharing complete information with these lenders evidences
19 Defendants' scienter when seeking the loans. Different loan repayment statuses also evidence
20 scienter, as Defendants were attempting to hide their exceeding of the \$20 million cap through
21 after the fact loan negotiations with specific lenders, especially where this information was not
22 fully shared with all lenders. Defendants knew that they exceeded the \$20 million PPP loan cap.
23 At a minimum, Defendants acted with reckless disregard of the truth or falsity of the information
24 in their PPP loan applications by not providing accurate comprehensive information and instead
25 taking efforts that failed to provide appropriate transparency. Thus, there are facts showing
26 causes of action for both a submission of a false claim and a false statement in support of a false
27 claim.

1 159. *Avoidance of Obligation to Pay Government.* For certain First Draw PPP loan
 2 proceeds, Defendants incurred an obligation to pay the government when they received PPP loan
 3 proceeds in exceed of \$20 million. Not returning the loan proceeds in excess of the \$20 million
 4 cap was material as it directly damaged the government. The government was damaged by as
 5 much as \$26,768,746 of First Draw PPP loan proceeds and estimated loan processing fees of
 6 approximately \$1,475,386 for all First Draw PPP loans. At a minimum, Defendants acted with
 7 reckless disregard of the truth or falsity of the information in their PPP loan applications by not
 8 providing accurate comprehensive information and instead taking efforts that failed to provide
 9 appropriate transparency. Thus, there are facts showing a cause of action for avoidance of an
 10 obligation to pay the government.

11 **C. SPECIFIC FRAUD NO. 3**
 12 **Misrepresenting Reduction in Gross Receipts**

13 160. To be eligible for Second Draw PPP loans, applicants must experience a greater
 14 than 25% reduction in gross receipts across all affiliated entities. Defendant dealerships
 15 misrepresented the reduction in their gross receipts with their Second Draw PPP loan
 16 applications. They sought PPP loans for select dealerships in a manner that disguised profits
 17 obtained by their highest earning dealerships. Defendant dealerships also did not identify other
 18 sources of income, such as rent received from property held in real estate holding companies. By
 19 not disclosing and including all affiliated entities with their Second Draw PPP loan applications,
 20 defendants submitted false claims. Applying with only a select subset of dealerships also made it
 21 impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in
 22 gross receipts required for Second Draw PPP loan eligibility. Analyzing a reduction in gross
 23 receipts must be done across all affiliated entities, which was impossible with the incomplete and
 24 inaccurate information that defendant dealerships provided.

25 161. Defendant dealerships were also required to provide documentation substantiating
 26 a sufficient decline in gross receipts before seeking loan forgiveness for Second Draw PPP loans.
 27 Providing such information was a substantive term of Second Draw PPP loan agreements.

1 However, defendant dealerships could not provide such information because they did not suffer a
2 sufficient reduction in gross receipts across affiliated entities.

3 162. Defendant dealerships were guilty of false claims when they submitted PPP loans
4 in their Second Draw PPP loan application and submitted Second Draw PPP loan forgiveness
5 applications. Defendant dealerships did not suffer a sufficient reduction in gross receipts.
6 Defendant dealerships' Second Draw PPP loan applications contained materially false statements
7 including their certification that they were eligible for PPP loans and any addendum or lack
8 thereof that did not identify all affiliated entities. Forgiveness applications included materially
9 false statements such as a certification that loan proceeds were used for eligible purposes. Any
10 documentation substantiating a sufficient decline in gross receipts that only included a subset of
11 borrower information was also a materially false statement. Moreover, Defendants demonstrated
12 scienter in their PPP loan applications through the selective submissions of defendant dealerships
13 that applied for Second Draw PPP loan applications, versus the broader set of defendant
14 dealerships that applied for First Draw PPP loan applications. Furthermore, Defendants'
15 collective taking of just under \$4 million of Second Draw PPP loans – specifically \$3,924,164 –
16 demonstrated a sophisticated knowledge of PPP loan rules as Second Draw PPP loans were
17 capped at \$4 million for a single corporate group.

18 163. Submissions of False Claims & False Statements in Support of False Claim. For
19 all their Second Draw PPP loans, Defendants submitted false claims and made false statements
20 in support of these claims when they applied for Second Draw PPP loans certifying that they
21 were eligible for Second Draw PPP loans and submitted Second Draw PPP forgiveness
22 applications certifying that loan proceeds were used for eligible purposes. Applications were also
23 supported by a false certification that Defendants experienced a reduction in gross receipts
24 exceeding 25%. The claims and statements were false because Defendants misrepresented the
25 reduction in their gross receipts, and thus were not eligible for PPP loans. The PPP loan proceeds
26 were not used for eligible purposes because Defendants were never eligible for PPP loans.
27 Defendants did not experience a reduction in gross receipts exceeding 25% across all affiliated

1 entities. The claims were supported by additional false statements, including false statements in
 2 connection with any Addendum A. All Defendants were ineligible for Second Draw PPP loans.
 3 The information was false for the reasons articulated above. The information was material for the
 4 reasons stated above. If accurate comprehensive information was provided, Defendants would
 5 not have received Second Draw PPP loans. The government was damaged in the total amount of
 6 all forgiven Second Draw PPP loan proceeds equaling at least \$3,924,164 and loan processing
 7 fees for all Second Draw PPP loans equaling an estimated approximately \$134,428. Defendants
 8 knew that they did not experience a sufficient reduction in gross receipts to qualify for PPP
 9 loans. At a minimum, Defendants acted with reckless disregard of the truth or falsity of the
 10 information in their PPP loan applications by not providing accurate comprehensive information
 11 and instead taking efforts that failed to provide appropriate transparency. Thus, there are facts
 12 showing causes of action for both a submission of a false claim and a false statement in support
 13 of a false claim.

14 164. *Conspiracy to Violate the False Claims Act.* For all Second Draw PPP loan, all
 15 Defendants (including the Defendant real estate holding companies) had an agreement to defraud
 16 the government by getting their false claims paid. This involved failing to provide complete and
 17 accurate information to the government regarding Defendants' gross receipts. Without complete
 18 and accurate information, it was impossible to assess whether Defendants experienced a
 19 reduction in gross receipts exceeding 25% across all affiliated entities. Had Defendants provided
 20 complete and accurate information to government regarding their gross receipts, Defendants
 21 would not have received Second Draw PPP loans or received forgiveness for these PPP loans.
 22 Defendants possessed requisite scienter for the reasons stated above. The government was
 23 damaged in the total amount of all forgiven Second Draw PPP loan proceeds equaling at least
 24 \$3,924,164 and loan processing fees for all Second Draw PPP loans equaling an estimated
 25 approximately \$134,428. Thus, there are facts showing a conspiracy to violate the False Claims
 26 Act.

27 **D. SPECIFIC FRAUD NO. 4**
 28

Misrepresenting Financial Necessity

165. At all relevant times defendant dealerships had abundant financial resources which disqualified them from obtaining PPP loans. For instance, Defendant dealerships had access to the equity of the real estate held by affiliated real estate holding companies. This real estate is worth well over \$174 million. Nevertheless, in PPP loan applications, defendant dealerships did not identify the affiliated real estate holding companies. Nor did defendants identify their group-wide cash reserves, cash equivalent investments, valuable vehicles in their dealerships, and other cash and non-cash investments. Defendants were not in a time of financial need when they borrowed PPP loans. Rather, Defendants were immensely profitable and growing throughout the relevant period. During the time period that Defendants borrowed PPP loans, their sales and revenue steadily increased and their ranking among the largest automobile dealerships nationwide stayed high. Defendants even acquired additional automobile dealerships during the relevant period.

166. Because defendant dealerships did not sufficiently identify affiliated real estate holding companies and their other significant group-wide financial resources, it was impossible for lenders to appropriately assess the financial needs of defendant dealerships. Defendants' PPP applications were false claims which included false statements, including a certification that Defendants were eligible for PPP loans, a certification that they needed the PPP loan funds, and the failure to identify all affiliated entities. In making these claims, Defendants concealed material information, such as affiliated real estate holding companies and the value of property held by the holding companies. Any lender would have been able to have seen that defendant dealerships lacked sufficient financial necessity because of the value of the property held in the real estate holding companies and defendants' other significant financial resources.

167. Defendants did not have a financial necessity for PPP loans, and Defendants knew this at all times. Thus, Defendants could not make a financial necessity certification in good faith, taking into account their current business activity and their ability to access other sources

1 of liquidity sufficient to support their ongoing operations in a manner that is not significantly
2 detrimental to the business. Likewise, submitting a PPP loan forgiveness applications certifying
3 that all PPP loan proceeds were used for eligible purposes was false, being further shaded by the
4 additional time where the Napleton Auto Group experienced increasing revenue and bought
5 more dealerships.

6 168. Submissions of False Claims & False Statements in Support of False Claims. For
7 all PPP loans, Defendants submitted false claims and made false statements in support of these
8 claims when they applied for PPP loans certifying that they were eligible for PPP loans and
9 submitted PPP forgiveness applications certifying that loan proceeds were used for eligible
10 purposes. The claims were false because Defendants did not have a financial necessity for PPP
11 loans, and thus were not eligible for PPP loans. The loan proceeds were not used for eligible
12 purposes as Defendants were not eligible for PPP loans. The claims were supported by additional
13 false statements, including financial necessity certifications and false statements in connection
14 with any Addendum A. The claims were false because Defendants did not need the PPP loans to
15 operate their businesses in a manner that was not significantly detrimental to their business,
16 taking into account their current business activity and their ability to access other sources of
17 liquidity sufficient to support their ongoing operations. The false claims and false statements
18 were material because Defendants would not have received the PPP loans and forgiveness for the
19 PPP loans without these false claims and false statements. Defendants would not have received
20 the PPP loans if they provided complete and accurate information with their loan applications,
21 and the government would not have been damaged if Defendants did not submit PPP loans
22 certifying that they were eligible for PPP loans and submit PPP applications certifying that loan
23 proceeds were used for forgiveness applications. The government was damaged in the total
24 amount of all forgiven PPP loan proceeds equaling at least approximately \$44,246,337 and loan
25 processing fees for all PPP loans equaling an estimated approximately \$1,609,814 for all PPP
26 loans. Defendants knew that they did not have a financial necessity for PPP loans. At a
27 minimum, Defendants acted with reckless disregard of the truth or falsity of the information in
28

their PPP applications by not providing accurate comprehensive information and instead taking efforts that failed to provide appropriate transparency. Thus, there are facts showing causes of action for both a submission of a false claim and a false statement in support of a false claim.

169. Conspiracy to Violate the False Claims Act. For all PPP loans, all Defendants (including the Defendant real estate holding companies) had an agreement to defraud the government by getting their false claims paid. This involving failing to provide accurate transparent information to the government. Had Defendants provided accurate transparent information to government, Defendants would not have received PPP loans or received forgiveness for these PPP loans as Defendants would have revealed that they had access to significant liquidity in property held by affiliated real estate holding companies. Defendants possessed requisite scienter for the reasons stated above. The government was damaged in the total amount of all forgiven PPP loan proceeds equaling at least approximately \$44,246,337 and loan processing fees for all PPP loans equaling an estimated approximately \$1,609,814 for all PPP loans. Thus, there are facts showing a conspiracy to violate the False Claims Act.

E. SPECIFIC FRAUD NO. 5 Concealing and Continuing Illegal Sales Practices

170. Contemporaneous with their applications for PPP loans, the Napleton Auto Group was engaged in illegal conduct that disqualified them from obtaining PPP loans. This illegal conduct included, but was not limited to, illegal sales practices by the defendant dealerships. These illegal sales practices involved including unauthorized and deceptive add-on charges in vehicle sales contracts, charging consumers add-on charges without consumer consent, and claiming that the add-on charges were mandatory. The conduct involved defendant dealerships that ultimately reached a government settlement⁹ as well as defendant dealerships who were not listed in the settlement. These illegal sales practices were widespread within the Napleton Auto

⁹ Defendant dealerships that signed the settlement with the Federal Trade Commission and State of Illinois include Napleton's Arlington Heights Motors, Inc., Ed Napleton Elmhurst Imports, Inc., Napleton's North Palm Auto Park, Inc., Napleton Enterprises, LLC, Clermont Motors, LLC, North Palm Motors, LLC, Napleton's Ellwood Motors, Inc., and Napleton Mid Rivers Imports, Inc.

1 Group. Relator requested consumer complaints made to the State of Illinois from 2017 to 2022
 2 and was informed that it had “identified over 400 consumer complaints against the indicated
 3 company that are categorized as related to automobile sales … it would take over 100 hours to
 4 compile and review the responsive records.” Office of the Attorney General FOIA Response
 5 Letter (2025). See Exhibit C. All defendant dealerships were either directly or indirectly involved
 6 with these illegal sales practices. All individual defendants knew about the illegal conduct and
 7 each of the individual defendants was in a position to either stop these illegal practices or report
 8 them. Each of the individual defendants benefited financially either directly or indirectly by not
 9 stopping or reporting these illegal practices. Thus, each borrower defendant submitted a false
 10 claim by submitting a PPP loan and false statements when certifying that they were not involved
 11 in illegal conduct.

12 171. From the time of their application for PPP loans to the time of their seeking
 13 forgiveness for PPP loans, defendant dealership owners and managers knew that illegal sales
 14 practices were widespread within the Napleton Auto Group. Napleton Auto Group dealerships
 15 charged thousands of consumers hundreds to thousands of dollars each through illegal add-on
 16 charges. This amounted to millions of dollars of illegal charges from 2017 to 2022. Moreover, on
 17 average, Black and Latino customers had more add-on charges. In analyzing racial disparity, the
 18 government stated that racial disparity was “statistically significant and cannot be explained by
 19 factors related to underwriting risk or credit characteristics of the applicants.” See Federal Trade
 20 Commission and State of Illinois Complaint Against Napleton Auto Group (2022). Customers
 21 regularly complained about these practices. However, owners and managers did nothing to
 22 change these practices until they were pursued by the Federal Trade Commission and State of
 23 Illinois. Napleton Auto Group ownership and management approved sales contracts. Napleton
 24 Auto Group ownership and management approved marketing materials. Napleton Auto Group
 25 ownership and management were regularly made aware of disputes with customers over their
 26 sales practices. In fact, it has been reported that a sales representative explained that these illegal
 27 sales practices were simply “the Napleton way.” Edmunds (2025).

28

1 172. Customer complaints of these illegal sales practices show that the conduct took
2 place at dealerships that ultimately reached a settlement with the Federal Trade Commission and
3 State of Illinois as well as dealerships that were not part of the settlement. On January 9, 2020, a
4 customer explained that they had the following experience at Napleton's Arlington Heights
5 Chrysler Dodge Jeep RAM, "they scammed me. they advertised dodge charger 2020 from 41k
6 reduced to 33k. I signed every paper work and brought the car back from the dealer and noticed
7 they put 39k in my sales contract." Edmunds (2025). On July 31, 2020, a customer said that at
8 Napleton's Schaumburg Buick GMC they were told that it was practice to add a \$750 "re-
9 conditioning" fee to the advertised price. Edmunds (2025). On August 8, 2020, a customer
10 explained that Napleton Lincoln uses "fake & misleading advertisements &they try to hustle you
11 when you are buying!" Cars.com (2025). On January 15, 2021, a customer described their
12 experience at Napleton River Oaks Hyundai as follows, "they have no ethics, they are false,
13 abusive, deceptive, and advantageous ... they make hidden and misleading charges." (translated
14 from Spanish). Cars.com (2025). On May 28, 2021, a customer described their experience at
15 Napleton Ford Libertyville as follows, "Terrible waste of time, lock in price prior to visit that
16 claimed was good for 7 days then tried to upcharge 5k when arrived a couple hours later... Stay
17 away!!" DealerRater (2025). On June 4, 2021, a customer described their experience at
18 Napleton's Auto Park of Urbana as follows, "Wow be VERY VERY CAREFUL. I GOT WHAT
19 I THOUGHT WAS A GOOD PRICE BUT THEY SNUCK IN OVER 5000.00 WORTH OF
20 EXTRAS very sneaky." DealerRater (2025).

21 173. These illegal sales practices were taking place across the country in the many
22 states where Napleton Auto Group operated. On April 22, 2019, a customer described their
23 experience at Napleton Chevrolet Columbus in Wisconsin as follows, "They will charge you
24 more than the advertised price and then argue with you about how it was a mistake. Your
25 dishonesty is the worst I've ever dealt with. Trying to charge me more than your advertised price
26 is ILLEGAL!!!" Cars.com (2025). On July 14, 2020, a customer described their experience at
27 Napleton's Northlake Chrysler Dodge Jeep RAM in Florida as follows, "over *6000* in hidden
28

1 fees ... We've dealt with some dishonest dealers in looking nationwide for a car, but this one's
 2 the worst ... The car was listed at cars.com for 14k, but by the time they finish tacking on fees, it
 3 was over 20k. Seriously. The person on the phone eventually admitted that they 'build those fees
 4 into the price.' Cars.com (2025). On August 12, 2020, a customer described their experience at
 5 Ed Napleton Honda St Peters in Missouri as follows, "Horrible Bait and Switch from beginning
 6 to end! ... Total scammers. Complete bait and switch! They clearly advertised a price on
 7 CarGurus and their own website and tried to charge me \$4000 more. After my test drive, I told
 8 them that I was really interested. The salesman said he would be right back and that he would see
 9 if he could get me an even better deal. He returns in 10 minutes with a handwritten price sheet
 10 which included which included \$4000 in additional mandatory charges. I was like What?!? The
 11 sales manager came out as well and they both said that they show those prices online to get
 12 people in the door." Cars.com (2025). On January 1, 2021, a customer described their experience
 13 at Napleton Kia of Fishers in Indiana as follows, "Went in to look at a car with grandmother who
 14 is on a fixed income. We looked online and found a car that she liked. Unfortunately the internet
 15 price is just to lure you in. By the time we walked away, the price was \$1500 more than the price
 16 online (excluding tax and title that we expected)." Cars.com (2025). Documentation showing
 17 consumer complaints is included in Exhibit D.

18 174. When Napleton Auto Group dealerships applied for loans, they specifically
 19 certified that they were not committing illegal conduct. They were further specifically informed
 20 in the PPP applications that as a condition of the PPP loans, they were prohibited from violating
 21 the United States Equal Credit Opportunity Act and Civil Rights laws. Thus, Defendants cannot
 22 assert that they did not have knowledge that these violations disqualified them from receiving
 23 PPP loans. Yet, from the time that they applied for PPP loans to the time that they sought
 24 forgiveness for these loans, Napleton Auto Group dealerships were systematically violating the
 25 United States Equal Credit Opportunity Act and Civil Rights laws, in addition to the Federal
 26 Trade Commission Act, the Truth in Lending Act, and the Illinois Consumer Fraud and
 27 Deceptive Business Practices Act. These laws prohibit unfair and deceptive acts or practices in

1 commerce, require honest and accurate lending disclosures, and prohibit discrimination. Equal
2 Credit Opportunity Act, 15 U.S.C. § 1691; Civil Rights, 13 C.F.R. §§ 112, 113, 117; Federal
3 Trade Commission Act, 15 U.S.C. §§ 53, 57; Truth in Lending Act, 15 U.S.C. §§ 1601-66;
4 Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 501/1 *et seq.* None of which
5 were abided by the Napleton Auto Group dealerships while they contemporaneously applied for
6 PPP loans and sought forgiveness for these loans.

7 175. Defendant dealerships submitted false claims when they applied for PPP loans
8 and applied for forgiveness for PPP loans. Defendant dealerships should not have received any
9 PPP loans because they were engaged in conduct where they violated the law and racially
10 discriminated against customers. Defendants received PPP loans because they made materially
11 false statements including certifying that they did not violate the law, certifying that they did not
12 engage in illegal sales practices, certifying that they did not racially discriminate, and certifying
13 that they were eligible for PPP loans. Defendants received loan forgiveness for PPP loans
14 because they made materially false statements about using PPP loans for eligible purposes, when
15 they were committing the exact conduct that was specifically prohibited by the PPP loan
16 application they signed, i.e., violations of the United States Equal Credit Opportunity Act and
17 Civil Rights laws. Defendants were also violating the Federal Trade Commission Act, the Truth
18 in Lending Act, and the Illinois Consumer Fraud and Deceptive Business Practices Act.
19 Defendants did not disclose these illegal sales practices and certified that they did not violate the
20 law. For the above reasons, at all times Defendants possessed the necessary scienter, knowingly
21 directly or indirectly participating in practices that were specifically prohibited under the PPP
22 loan applications that they signed. The false claims and false statements were material.

23 176. *Submissions of False Claims & False Statements in Support of False Claims.* For
24 all PPP loans, Defendants submitted false claims and made false statements in support of these
25 claims when they applied for PPP loans certifying that they were eligible for PPP loans and
26 submitted PPP forgiveness applications certifying that loan proceeds were used for eligible
27 purposes. The claims were false because Defendants were engaged in illegal sales practices that
28

1 disqualified them from obtaining PPP loans. The loan proceeds were not used for eligible
2 purposes as Defendants were not eligible for PPP loans. The claims were supported by additional
3 false statements, including false statements about not being engaged in practices that violate the
4 law or civil rights. Defendants were, however, violating the law and civil rights through their
5 sales practices which included unauthorized and deceptive add-on charges in vehicle sales
6 contracts, charging consumers add-on charges without consumer consent, and claiming that the
7 add-on charges were mandatory. Doing so violated the United States Equal Credit Opportunity
8 Act and Civil Rights laws which were specifically prohibited by PPP applications themselves.
9 Doing so also violated the Federal Trade Commission Act, Truth in Lending Act, and the Illinois
10 Consumer Fraud and Deceptive Business Practices Act. For these reasons, Defendants would not
11 have been approved for PPP loans if not for these false statements and the government would not
12 have been damaged if not for the submission PPP applications and forgiveness applications for
13 said loans. With hundreds of consumer complaints, consumers specifically stating that the sales
14 practices were illegal, and Defendants own employees referring to these illegal practices as “the
15 Napelton way,” Defendants were aware of the widespread illegal practices taking place within
16 the Napleton Auto Group and that these practices made them ineligible for PPP loans given that
17 the PPP loans specifically prohibited such practices. Because of Defendants’ false claims and
18 false statements, the government was damaged in the total amount of the forgiven PPP loan
19 proceeds equaling at least approximately \$44,246,337 for all PPP loans and the full amount of
20 the loan processing fees equaling an estimated approximately \$1,609,814. Defendants knew that
21 they were engaged in illegal sales practices that disqualified them from obtaining PPP loans. At a
22 minimum, Defendants acted with reckless disregard of the truth or falsity of the information in
23 their PPP loan applications, in applying for PPP loans and seeking forgiveness for PPP loans
24 under these circumstances while making all the above-described certifications. Thus, there are
25 facts showing causes of action for both a submission of a false claim and a false statement in
26 support of a false claim.

27 **VII. PPP APPLICATIONS**
28

1 177. Defendant Napleton's Arlington Heights Motors, Inc. doing business as
2 Napleton'sNapleton's Arlington Heights Chrysler Dodge Jeep RamRAM applied for a First
3 Draw PPP loan in the amount of \$1,575,815 with JPMorgan Chase Bank, National Association
4 which was approved on April 10, 2020. Loan processing fees are estimated at approximately
5 \$47,274. Napleton's Arlington Heights Motors, Inc. received forgiveness for the First Draw PPP
6 loan. However, in its PPP application, Napleton's Arlington Heights Motors, Inc. did not identify
7 all affiliated entities or otherwise accurately represent the number of employees, tangible net
8 worth, income, or financial need of all affiliated entities.

9 109178. Defendant Ed Napleton Elmhurst Imports, Inc. doing business as Ed
10 Napleton Acura applied for a First Draw PPP loan in the amount of \$1,415,837 with JPMorgan
11 Chase Bank, National Association which was approved on April 9, 2020. Loan processing fees
12 are estimated at approximately \$42,475. Ed Napleton Elmhurst Imports, Inc. received
13 forgiveness for the First Draw PPP loan. However, in its PPP application, Ed Napleton Elmhurst
14 Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the number
15 of employees, tangible net worth, income, or financial need of all affiliated entities.

16 110179. Defendant Ed Napleton Westmont Imports, Inc. doing business as Ed
17 Napleton Westmont Porsche applied for a First Draw PPP loan in the amount of \$1,145,200 with
18 BMO Bank National Association which was approved on April 10, 2020. Loan processing fees
19 are estimated at approximately \$34,356. Ed Napleton Westmont Imports, Inc. received
20 forgiveness for the First Draw PPP loan. However, in its PPP application, Ed Napleton
21 Westmont Imports, Inc. did not identify all affiliated entities or otherwise accurately represent
22 the number of employees, tangible net worth, income, or financial need of all affiliated entities.

23 111180. Defendant Napleton'sNapleton's Autowerks, Inc. doing business as Loves
24 Park Mercedes applied for a First Draw PPP loan in the amount of \$1,046,975 with JPMorgan
25 Chase Bank, National Association which was approved on April 10, 2020. Napleton'sLoan
26 processing fees are estimated at approximately \$31,409. Napleton's Autowerks, Inc. received
27 forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton'sNapleton's

1 Autowerks, Inc. did not identify all affiliated entities or otherwise accurately represent the
2 number of employees, tangible net worth, income, or financial need of all affiliated entities.

3 412181. Defendant Napleton'sNapleton's River Oaks Motors, Inc. doing business
4 as Napleton'sNapleton's River Oaks Chrysler Dodge Jeep RAM applied for a First Draw PPP
5 loan in the amount of \$1,015,247.50 with Old National Bank which was approved on April 6,
6 2020. Napleton'sLoan processing fees are estimated at approximately \$30, 457. Napleton's River
7 Oaks Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP
8 application, Napleton'sNapleton's River Oaks Motors, Inc. did not identify all affiliated entities
9 or otherwise accurately represent the number of employees, tangible net worth, income, or
10 financial need of all affiliated entities.

11 413182. Defendant Ed Napleton Calumet City Imports, Inc. doing business as
12 Napleton River Oaks Hyundai applied for a First Draw PPP loan in the amount of \$915,710 with
13 Old National Bank which was approved on April 6, 2020. Loan processing fees are estimated at
14 approximately \$27, 471. Ed Napleton Calumet City Imports, Inc. received forgiveness for the
15 First Draw PPP loan. However, in its PPP application, Ed Napleton Calumet City Imports, Inc.
16 did not identify all affiliated entities or otherwise accurately represent the number of employees,
17 tangible net worth, income, or financial need of all affiliated entities.

18 414183. Defendant Napleton Automotive of Urbana, LLC doing business as
19 Genesis of Urbana, Napleton'sNapleton's Auto Park of Urbana, Napleton'sNapleton's Urbana
20 Mitsubishi, Napleton'sNapleton's Hyundai of Urbana, Napleton'sNapleton's Kia of Urbana,
21 Napleton'sNapleton's Mazda of Urbana, Napleton'sNapleton's Volkswagen of Urbana applied
22 for a First Draw PPP loan in the amount of \$892,000 with BMO Bank National Association
23 which was approved on April 10, 2020. Loan processing fees are estimated at approximately
24 \$26,760. Napleton Automotive of Urbana, LLC received forgiveness for the First Draw PPP
25 loan. However, in its PPP application, Napleton Automotive of Urbana, LLC did not identify all
26 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
27 income, or financial need of all affiliated entities.

28

1 415184. Defendant Napleton's Schaumburg Pontiac-GMC Inc. doing business as
 2 Napleton'sNapleton's Schaumburg Buick GMC applied for a First Draw PPP loan in the amount
 3 of \$808,022 with JPMorgan Chase Bank, National Association which was approved on April 10,
 4 2020 and a Second Draw PPP loan in the amount of \$642,542 with JPMorgan Chase Bank,
 5 National Association which was approved on March 30, 2021. Loan processing fees are
 6 estimated at approximately \$24,240 and approximately \$19,276, respectively. Napleton's
 7 Schaumburg Pontiac-GMC Inc. received forgiveness for both the First Draw PPP loan and
 8 Second Draw PPP loan. However, in its PPP applications, Napleton's Schaumburg Pontiac-GMC
 9 Inc. did not identify all affiliated entities or otherwise accurately represent the number of
 10 employees, tangible net worth, income, or financial need of all affiliated entities. Moreover, in
 11 the Second Draw PPP loan application, Napleton's Schaumburg Pontiac-GMC Inc. did not list
 12 an accurate number of employees that included employees at all affiliated entities. Applying with
 13 only a select subset of dealerships also made it impossible for lenders to assess whether affiliated
 14 entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan
 15 eligibility.

16 416185. Napleton Motor Corp. doing business as Napleton Subaru, Porsche
 17 Rockford applied for a First Draw PPP loan in the amount of \$775,565 with JPMorgan Chase
 18 Bank, National Association which was approved on April 10, 2020. Loan processing fees are
 19 estimated at approximately \$23,266. Napleton Motor Corp. received forgiveness for the First
 20 Draw PPP loan. However, in its PPP application, Napleton Motor Corp. did not identify all
 21 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
 22 income, or financial need of all affiliated entities.

23 417186. Defendant Napleton Urbana Imports LLC doing business as
 24 Napleton'sNapleton's Auto Park of Urbana, Napleton'sNapleton's Toyota of Urbana,
 25 Napleton'sNapleton's Scion of Urbana applied for a First Draw PPP loan in the amount of
 26 \$735,500 with BMO Bank National Association which was approved on April 9, 2020 and a
 27 Second Draw PPP loan in the amount of \$680,830 with Old National Bank which was approved
 28

1 on February 2, 2021. Loan processing fees are estimated at approximately \$22,065 and
 2 approximately \$20,424, respectively. Napleton Urbana Imports LLC received forgiveness for
 3 both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications,
 4 Napleton Urbana Imports LLC did not identify all affiliated entities or otherwise accurately
 5 represent the number of employees, tangible net worth, income, or financial need of all affiliated
 6 entities. Moreover, in the Second Draw PPP loan application, Napleton Urbana Imports LLC did
 7 not list an accurate number of employees that included employees at all affiliated entities.
 8 Applying with only a select subset of dealerships also made it impossible for lenders to assess
 9 whether affiliated entities suffered the sufficient reduction in gross receipts required for Second
 10 Draw PPP loan eligibility.

11 448187. Defendant Napleton's Park Ridge Lincoln Inc. doing business as Napleton
 12 Lincoln applied for a First Draw PPP loan in the amount of \$604,407 with JPMorgan Chase
 13 Bank, National Association which was approved on April 13, 2020 and a Second Draw PPP loan
 14 in the amount of \$607,675 with JPMorgan Chase Bank, National Association which was
 15 approved on March 18, 2021. Loan processing fees are estimated at approximately \$18,132 and
 16 approximately \$18,230, respectively. Napleton's Park Ridge Lincoln Inc. received forgiveness
 17 for both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications,
 18 Napleton's Park Ridge Lincoln Inc. did not identify all affiliated entities or otherwise accurately
 19 represent the number of employees, tangible net worth, income, or financial need of all affiliated
 20 entities. Moreover, in the Second Draw PPP loan application, Napleton's Park Ridge Lincoln
 21 Inc. did not list an accurate number of employees that included employees at all affiliated
 22 entities. Applying with only a select subset of dealerships also made it impossible for lenders to
 23 assess whether affiliated entities suffered the sufficient reduction in gross receipts required for
 24 Second Draw PPP loan eligibility.

25 449188. Defendant Napleton's River Oaks Cadillac, Inc. doing business as
 26 Napleton'sNapleton's River Oaks Cadillac applied for a First Draw PPP loan in the amount of
 27 \$601,102 with JPMorgan Chase Bank, National Association which was approved on April 10,
 28

1 2020. Napleton'sLoan processing fees are estimated at approximately \$18,033. Napleton's River
2 Oaks Cadillac received forgiveness for the First Draw PPP loan. However, in its PPP application,
3 Napleton'sNapleton's River Oaks Cadillac did not identify all affiliated entities or otherwise
4 accurately represent the number of employees, tangible net worth, income, or financial need of
5 all affiliated entities.

6 120189. Defendant Napleton's Schaumburg Subaru, Inc. doing business as
7 Napleton'sNapleton's Schaumburg Subaru applied for a First Draw PPP loan in the amount of
8 \$469,797 with JPMorgan Chase Bank, National Association which was approved on April 10,
9 2020 and a Second Draw PPP loan in the amount of \$409,270 with JPMorgan Chase Bank,
10 National Association which was approved on April 30, 2021. Loan processing fees are estimated
11 at approximately \$14,093 and approximately \$12,278, respectively. Napleton's Schaumburg
12 Subaru, Inc. received forgiveness for both the First Draw PPP loan and Second Draw PPP loan.
13 However, in its PPP applications, Napleton's Schaumburg Subaru, Inc. did not identify all
14 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
15 income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP loan
16 application, Napleton's Schaumburg Subaru, Inc. did not list an accurate number of employees
17 that included employees at all affiliated entities. Applying with only a select subset of
18 dealerships also made it impossible for lenders to assess whether affiliated entities suffered the
19 sufficient reduction in gross receipts required for Second Draw PPP loan eligibility.

20 121190. Defendant Napleton's Countryside Motors, Inc. doing business as
21 Napleton'sNapleton's Countryside Mazda applied for a First Draw PPP loan in the amount of
22 \$386,315 with JPMorgan Chase Bank, National Association which was approved on April 11,
23 2020. Loan processing fees are estimated at approximately \$11,589. Napleton's Countryside
24 Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application,
25 Napleton's Countryside Motors, Inc. did not identify all affiliated entities or otherwise accurately
26 represent the number of employees, tangible net worth, income, or financial need of all affiliated
27 entities.

1 [122191](#). Defendant Napleton Schaumburg Motors, Inc. doing business as
 2 [Napleton's](#)[Napleton's](#) Schaumburg Mazda applied for a First Draw PPP loan in the amount of
 3 \$336,125 with JPMorgan Chase Bank, National Association which was approved on April 10,
 4 2020. [Loan processing fees are estimated at approximately \\$16,806.](#) Napleton Schaumburg
 5 Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application,
 6 Napleton Schaumburg Motors, Inc. did not identify all affiliated entities or otherwise accurately
 7 represent the number of employees, tangible net worth, income, or financial need of all affiliated
 8 entities.

9 [123192](#). Defendant Napleton Libertyville, Inc. doing business as Napleton Mazda
 10 of Libertyville applied for a First Draw PPP loan in the amount of \$312,325 with JPMorgan
 11 Chase Bank, National Association which was approved on April 10, 2020 and a Second Draw
 12 PPP loan in the amount of \$312,325 with JPMorgan Chase Bank, National Association which
 13 was approved on March 18, 2021. [Loan processing fees are estimated at approximately \\$15,616](#)
 14 [and approximately \\$15,616, respectively.](#) Napleton Libertyville, Inc. received forgiveness for
 15 both the First Draw PPP loan and Second Draw PPP loan. However, in its PPP applications,
 16 Napleton Libertyville, Inc. did not identify all affiliated entities or otherwise accurately represent
 17 the number of employees, tangible net worth, income, or financial need of all affiliated entities.
 18 Moreover, in the Second Draw PPP loan application, Napleton Libertyville, Inc. did not list an
 19 accurate number of employees that included employees at all affiliated entities. Applying with
 20 only a select subset of dealerships also made it impossible for lenders to assess whether affiliated
 21 entities suffered the sufficient reduction in gross receipts required for Second Draw PPP loan
 22 eligibility.

23 [124193](#). Defendant Napleton's Autowerks of Bourbonnais, Inc. doing business as
 24 [Mercedes-Benz](#) of Bourbonnais applied for a First Draw PPP loan in the amount of \$248,000
 25 with Peoples Bank of Kankakee County which was approved on April 4, 2020. [Loan processing](#)
 26 [fees are estimated at approximately \\$12,400.](#) Napleton's Autowerks of Bourbonnais, Inc.
 27 received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton's
 28

1 Autowerks of Bourbonnais, Inc. did not identify all affiliated entities or otherwise accurately
2 represent the number of employees, tangible net worth, income, or financial need of all affiliated
3 entities.

4 125194. Defendant Napleton's Palatine Motors-Holding, Inc. doing business as
5 Napleton'sNapleton's Palatine Mazda applied for a First Draw PPP loan in the amount of
6 \$243,270 with JPMorgan Chase Bank, National Association which was approved on April 10,
7 2020. Loan processing fees are estimated at approximately \$12,163. Napleton's Palatine Motors-
8 Holding, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application,
9 Napleton's Palatine Motors-Holding, Inc. did not identify all affiliated entities or otherwise
10 accurately represent the number of employees, tangible net worth, income, or financial need of
11 all affiliated entities.

12 126195. Defendant Fran Napleton Lincoln, Inc. doing business as Napleton
13 Lincoln of Blue Island applied for a First Draw PPP loan in the amount of \$234,300 with
14 JPMorgan Chase Bank, National Association which was approved on April 10, 2020. Loan
15 processing fees are estimated at approximately \$11,715. Fran Napleton Lincoln, Inc. received
16 forgiveness for the First Draw PPP loan. However, in its PPP application, Fran Napleton
17 Lincoln, Inc. did not identify all affiliated entities or otherwise accurately represent the number
18 of employees, tangible net worth, income, or financial need of all affiliated entities.

19 127196. Defendant Ed Napleton Oak Lawn Imports, Inc. doing business as Ed
20 Napleton Honda in Oak Lawn applied for a First Draw PPP loan in the amount of \$1,011,290
21 with First Midwest Bank, A Division of Old National Bank which was approved on April 27,
22 2020. Loan processing fees are estimated at approximately \$30,338. The loan has Exemption 4
23 listed for its loan status. However, in its PPP application, Ed Napleton Honda in Oak Lawn did
24 not identify all affiliated entities or otherwise accurately represent the number of employees,
25 tangible net worth, income, or financial need of all affiliated entities.

26 197. Defendant Napleton Aurora Imports, Inc. doing business as Napleton's Valley
27 Hyundai applied for a First Draw PPP loan in the amount of \$1,165,377 with Toyota Financial

1 Savings Bank which was approved on April 27, 2020. Loan processing fees are estimated at
2 approximately \$34,961. The loan has Exemption 4 listed for its loan status. However, in its PPP
3 application, Napleton Aurora Imports, Inc. did not identify all affiliated entities or otherwise
4 accurately represent the number of employees, tangible net worth, income, or financial need of
5 all affiliated entities.

6 198. Defendant Napleton's Goldcoast Imports, Inc. doing business as Napleton's
7 Aston Martin Downers Grove, Napleton Maserati Downers Grove applied for a First Draw PPP
8 loan in the amount of \$447,580 with Toyota Financial Savings Bank which was approved on
9 April 27, 2020. Loan processing fees are estimated at approximately \$13,427. The loan has
10 Exemption 4 listed for its loan status. However, in its PPP application, Napleton's Goldcoast
11 Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the number
12 of employees, tangible net worth, income, or financial need of all affiliated entities.

13 199. Defendant Steve Foley Cadillac, Inc. applied for a First Draw PPP loan in the
14 amount of \$961,132 with JPMorgan Chase Bank, National Association which was approved on
15 April 13, 2020. Loan processing fees are estimated at approximately \$28,833. Steve Foley
16 Cadillac, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP application,
17 Steve Foley Cadillac, Inc. did not identify all affiliated entities or otherwise accurately represent
18 the number of employees, tangible net worth, income, or financial need of all affiliated entities.

19 200. Defendant Napleton 1050, Inc. doing business as Napleton Cadillac of
20 Libertyville applied for a First Draw PPP loan in the amount of \$593,422 with JPMorgan Chase
21 Bank, National Association which was approved on April 10, 2020. Loan processing fees are
22 estimated at approximately \$17,802. Napleton 1050, Inc. received forgiveness for the First Draw
23 PPP loan. However, in its PPP application, Napleton 1050, Inc. did not identify all affiliated
24 entities or otherwise accurately represent the number of employees, tangible net worth, income,
25 or financial need of all affiliated entities.

26 201. Defendant Napleton 6677, Inc. doing business as Land Rover Rockford, Jaguar
27 Rockford applied for a First Draw PPP loan in the amount of \$130,710 with JPMorgan Chase

1 Bank, National Association which was approved on April 10, 2020. Loan processing fees are
2 estimated at approximately \$6,535. Napleton 6677, Inc. received forgiveness for the First Draw
3 PPP loan. However, in its PPP application, Napleton 6677, Inc. did not identify all affiliated
4 entities or otherwise accurately represent the number of employees, tangible net worth, income,
5 or financial need of all affiliated entities.

6 202. Defendant Napleton Fleet, Inc. doing business as Napleton Fleet Group applied
7 for a First Draw PPP loan in the amount of \$188,550 with JPMorgan Chase Bank, National
8 Association which was approved on April 10, 2020. Loan processing fees are estimated at
9 approximately \$9,427. The loan has Exemption 4 listed for its loan status. However, in its PPP
10 application, Napleton Fleet, Inc. did not identify all affiliated entities or otherwise accurately
11 represent the number of employees, tangible net worth, income, or financial need of all affiliated
12 entities.

13 203. Defendant North American Automotive Services, Inc. doing business as
14 Cash4Techs applied for a First Draw PPP loan in the amount of \$1,572,102 with JPMorgan
15 Chase Bank, National Association which was approved on April 10, 2020. Loan processing fees
16 are estimated at approximately \$47,163. The loan has Exemption 4 listed for its loan status.
17 However, in its PPP application, North American Automotive Services, Inc. did not identify all
18 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
19 income, or financial need of all affiliated entities.

20 204. Defendant Oak Hill Marketing applied for a First Draw PPP loan in the amount of
21 \$347,947 with JPMorgan Chase Bank, National Association which was approved on April 20,
22 2020. Loan processing fees are estimated at approximately \$17,397. The loan has Exemption 4
23 listed for its loan status. However, in its PPP application, Oak Hill Marketing did not identify all
24 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
25 income, or financial need of all affiliated entities.

26 205. Defendant Sessler Ford, Inc. doing business as Napleton Ford Libertyville applied
27 for a First Draw PPP loan in the amount of \$634,675 with JPMorgan Chase Bank, National

1 Association which was approved on April 10, 2020 and a Second Draw PPP loan in the amount
 2 of \$748,662 with JPMorgan Chase Bank, National Association which was approved on March
 3 18, 2021. Loan processing fees are estimated at approximately \$19,040 and approximately
 4 \$22,459, respectively. Sessler Ford, Inc. received forgiveness for both the First Draw PPP loan
 5 and Second Draw PPP loan. However, in its PPP applications, Sessler Ford, Inc. did not identify
 6 all affiliated entities or otherwise accurately represent the number of employees, tangible net
 7 worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP
 8 loan application, Sessler Ford, Inc. did not list an accurate number of employees that included
 9 employees at all affiliated entities. Applying with only a select subset of dealerships also made it
 10 impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in
 11 gross receipts required for Second Draw PPP loan eligibility.

12 206. Defendant Napleton Carmel Motors, LLC doing business as Napleton Hyundai of
 13 Carmel applied for a First Draw PPP loan in the amount of \$750,280 with JPMorgan Chase
 14 Bank, National Association which was approved on April 10, 2020. Loan processing fees are
 15 estimated at approximately \$22,508. Napleton Hyundai of Carmel received forgiveness for the
 16 First Draw PPP loan. However, in its PPP application, Napleton Hyundai of Carmel did not
 17 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
 18 net worth, income, or financial need of all affiliated entities.

19 128207. Defendant Napleton's Autowerks of Indiana, Inc. doing business as
 20 Napleton Schererville Mercedes applied for a First Draw PPP loan in the amount of \$488,810
 21 with JPMorgan Chase Bank, National Association which was approved on April 10, 2020.
 22 Zeigler Hoffman Estates I, LLCLoan processing fees are estimated at approximately \$14,664.
 23 Napleton's Autowerks of Indiana, Inc. received forgiveness for the First Draw PPP loan.
 24 However, in its PPP application, Napleton's Autowerks of Indiana, Inc. did not identify all
 25 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
 26 income, or financial need of all affiliated entities.

27 129208. Defendant Napleton Fishers Imports, LLC doing business as Napleton Kia
 28

1 of Fishers applied for a First Draw PPP loan in the amount of \$471,902 with JPMorgan Chase
2 Bank, National Association which was approved on April 9, 2020. Loan processing fees are
3 estimated at approximately \$14,157. Napleton Fishers Imports, LLC received forgiveness for the
4 First Draw PPP loan. However, in its PPP application, Napleton Fishers Imports, LLC did not
5 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
6 net worth, income, or financial need of all affiliated entities.

7 430209. Defendant Napleton Carmel Imports, LLC doing business as Napleton Kia
8 of Carmel applied for a First Draw PPP loan in the amount of \$356,097 with JPMorgan Chase
9 Bank, National Association which was approved on April 9, 2020. Loan processing fees are
10 estimated at approximately \$10,682. Napleton Carmel Imports, LLC received forgiveness for the
11 First Draw PPP loan. However, in its PPP application, Napleton Carmel Imports, LLC did not
12 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
13 net worth, income, or financial need of all affiliated entities.

14 434210. Defendant Napleton 1301, Inc. doing business as Napleton Nissan
15 Schererville applied for a First Draw PPP loan in the amount of \$131,395 with JPMorgan Chase
16 Bank, National Association which was approved on April 10, 2020 and a Second Draw PPP loan
17 in the amount of \$239,900 with The Leaders Bank which was approved on February 3, 2021.
18 Loan processing fees are estimated at approximately \$6,569 and approximately \$11,995,
19 respectively. Napleton 1301, Inc. received forgiveness for both the First Draw PPP loan and
20 Second Draw PPP loan. However, in its PPP applications, Napleton 1301, Inc. did not identify
21 all affiliated entities or otherwise accurately represent the number of employees, tangible net
22 worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP
23 loan application, Napleton 1301, Inc. did not list an accurate number of employees that included
24 employees at all affiliated entities. Applying with only a select subset of dealerships also made it
25 impossible for lenders to assess whether affiliated entities suffered the sufficient reduction in
26 gross receipts required for Second Draw PPP loan eligibility.

27 432211. Defendant Napleton Italian Imports, LLC doing business as Napleton
28

1 Maserati of Indianapolis, Napleton Alfa Romeo of Indianapolis applied for a First Draw PPP
2 loan in the amount of \$173,430 with JPMorgan Chase Bank, National Association which was
3 approved on April 13, 2020. Loan processing fees are estimated at approximately \$8,671.
4 Napleton Italian Imports, LLC received forgiveness for the First Draw PPP loan. However, in its
5 PPP application, Napleton Italian Imports, LLC did not identify all affiliated entities or otherwise
6 accurately represent the number of employees, tangible net worth, income, or financial need of
7 all affiliated entities.

8 133212. Defendant Napleton Twin Cities Imports, LLC doing business as Lexus of
9 Wayzata applied for a First Draw PPP loan in the amount of \$3,369,123 with Toyota Financial
10 Savings Bank which was approved on April 11, 2020. Loan processing fees are estimated at
11 approximately \$33,691. Napleton Twin Cities Imports, LLC received forgiveness for the First
12 Draw PPP loan. However, in its PPP application, Napleton Twin Cities Imports, LLC did not
13 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
14 net worth, income, or financial need of all affiliated entities.

15 134213. Defendant Napleton Wayzata Motors, LLC doing business as Chevrolet of
16 Wayzata applied for a First Draw PPP loan in the amount of \$1,306,930 with Toyota Financial
17 Savings Bank which was approved on April 13, 2020. Loan processing fees are estimated at
18 approximately \$39,207. Napleton Wayzata Motors, LLC received forgiveness for the First Draw
19 PPP loan. However, in its PPP application, Napleton Wayzata Motors, LLC did not identify all
20 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
21 income, or financial need of all affiliated entities.

22 135214. Defendant Napleton Rochester Imports, LLC doing business as Mercedes-
23 Benz of
24 Rochester applied for a First Draw PPP loan in the amount of \$346,108 with Toyota Financial
25 Savings Bank which was approved on April 11, 2020. Loan processing fees are estimated at
26 approximately \$17,305. Napleton Rochester Imports, LLC received forgiveness for the First
27 Draw PPP loan. However, in its PPP application, Napleton Rochester Imports, LLC did not
28

1 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
2 net worth, income, or financial need of all affiliated entities.

3 136215. Defendant Ed Napleton St. Louis Imports, Inc. doing business as Ed
4 Napleton Honda St Peters applied for a First Draw PPP loan in the amount of \$1,056,562 with
5 Toyota Financial Savings Bank which was approved on April 12, 2020. Loan processing fees are
6 estimated at approximately \$31,696. Ed Napleton St. Louis Imports, Inc. received forgiveness
7 for the First Draw PPP loan. However, in its PPP application, Ed Napleton St. Louis Imports,
8 Inc. did not identify all affiliated entities or otherwise accurately represent the number of
9 employees, tangible net worth, income, or financial need of all affiliated entities.

10 137216. Defendant Napleton's Mid Rivers Motors, Inc. doing business as
11 Napleton'sNapleton's Mid Rivers Chrysler Dodge Jeep RAM Fiat applied for a First Draw PPP
12 loan in the amount of \$910,642 with Toyota Financial Savings Bank which was approved on
13 April 13, 2020. Loan processing fees are estimated at approximately \$27,319. Napleton's Mid
14 Rivers Motors, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP
15 application, Napleton's Mid Rivers Motors, Inc. did not identify all affiliated entities or
16 otherwise accurately represent the number of employees, tangible net worth, income, or financial
17 need of all affiliated entities.

18 138217. Defendant Napleton Hazelwood Imports, LLC doing business as Napleton
19 Hyundai applied for a First Draw PPP loan in the amount of \$776,972 with Toyota Financial
20 Savings Bank which was approved on April 13, 2020. Loan processing fees are estimated at
21 approximately \$23,309. Napleton Hazelwood Imports, LLC received forgiveness for the First
22 Draw PPP loan. However, in its PPP application, Napleton Hazelwood Imports, LLC did not
23 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
24 net worth, income, or financial need of all affiliated entities.

25 139218. Defendant Napleton Mid Rivers Imports, Inc. doing business as
26 Napleton'sNapleton's Mid Rivers Kia applied for a First Draw PPP loan in the amount of
27 \$648,310 with Bank of America, National Association which was approved on April 11, 2020.
28

1 Loan processing fees are estimated at approximately \$19,449. Napleton Mid Rivers Imports, Inc.
2 received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Mid
3 Rivers Imports, Inc. did not identify all affiliated entities or otherwise accurately represent the
4 number of employees, tangible net worth, income, or financial need of all affiliated entities.

5 140219. Defendant Napleton St. Louis Imports, LLC doing business as Napleton
6 St. Louis Nissan applied for a First Draw PPP loan in the amount of \$581,315 with JPMorgan
7 Chase Bank, National Association which was approved on April 9, 2020. Loan processing fees
8 are estimated at approximately \$17,439. Napleton St. Louis Imports, LLC received forgiveness
9 for the First Draw PPP loan. However, in its PPP application, Napleton St. Louis Imports, LLC
10 did not identify all affiliated entities or otherwise accurately represent the number of employees,
11 tangible net worth, income, or financial need of all affiliated entities.

12 141220. Napleton Autowerks Missouri, Inc. doing business as Porsche Springfield
13 applied for a First Draw PPP loan in the amount of \$524,185 with JPMorgan Chase Bank,
14 National Association which was approved on April 14, 2020. Loan processing fees are estimated
15 at approximately \$15,725. Napleton Autowerks Missouri, Inc. received forgiveness for the First
16 Draw PPP loan. However, in its PPP application, Napleton Autowerks Missouri, Inc. did not
17 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
18 net worth, income, or financial need of all affiliated entities.

19 142221. Defendant Napleton Wyoming Valley Imports, Inc. doing business as
20 Wyoming Valley BMW, Audi Wyoming Valley, Subaru Wyoming Valley applied for a First
21 Draw PPP loan in the amount of \$1,249,060 with JPMorgan Chase Bank, National Association
22 which was approved on April 9, 2020. Loan processing fees are estimated at approximately
23 \$37,471. Napleton Wyoming Valley Imports, Inc. received forgiveness for the First Draw PPP
24 loan. However, in its PPP application, Napleton Wyoming Valley Imports, Inc. did not identify
25 all affiliated entities or otherwise accurately represent the number of employees, tangible net
26 worth, income, or financial need of all affiliated entities.

27 143222. Defendant Napleton's Ellwood Motors, Inc. doing business as Napleton
28

1 Ellwood City Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in the amount of
2 \$433,585 with Bank of America, National Association which was approved on April 28, 2020.
3 Loan processing fees are estimated at approximately \$13,007. The loan has Exemption 4 listed
4 for its loan status. However, in its PPP application, Napleton's Ellwood Motors, Inc. did not
5 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
6 net worth, income, or financial need of all affiliated entities.

7 223. Defendant Napleton Brookfield Imports, LLC doing business as Toyota of
8 Brookfield applied for a First Draw PPP loan in the amount of \$1,572,450 with Toyota Financial
9 Savings Bank which was approved on April 9, 2020. Loan processing fees are estimated at
10 approximately \$47,173. Napleton Brookfield Imports, LLC received forgiveness for the First
11 Draw PPP loan. However, in its PPP application, Napleton Brookfield Imports, LLC did not
12 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
13 net worth, income, or financial need of all affiliated entities.

14 144224. Defendant Napleton Bluemound Imports, LLC doing business as Lexus of
15 Brookfield applied for a First Draw PPP loan in the amount of \$1,541,167.50 with Toyota
16 Financial Savings Bank which was approved on April 9, 2020. Loan processing fees are
17 estimated at approximately \$46,235. Napleton Bluemound Imports, LLC received forgiveness
18 for the First Draw PPP loan. However, in its PPP application, Napleton Bluemound Imports,
19 LLC did not identify all affiliated entities or otherwise accurately represent the number of
20 employees, tangible net worth, income, or financial need of all affiliated entities.

21 145225. Defendant Napleton Autowerks Wisconsin, Inc. doing business as
22 Napleton Chevrolet Columbus applied for a First Draw PPP loan in the amount of \$194,072 with
23 JPMorgan Chase Bank, National Association which was approved on April 11, 2020. Loan
24 processing fees are estimated at approximately \$9,703. Napleton Autowerks Wisconsin, Inc.
25 received forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton
26 Autowerks Wisconsin, Inc. did not identify all affiliated entities or otherwise accurately
27 represent the number of employees, tangible net worth, income, or financial need of all affiliated
28

1 entities.

2 **146226.** Defendant Napleton's North Palm Auto Park, Inc. doing business as
3 Napleton's Napleton's Northlake Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in
4 the amount of \$1,689,493 with Toyota Financial Savings Bank which was approved on April 12,
5 2020. Loan processing fees are estimated at approximately \$50,684. Napleton's North Palm
6 Auto Park, Inc. received forgiveness for the First Draw PPP loan. However, in its PPP
7 application, Napleton's North Palm Auto Park, Inc. did not identify all affiliated entities or
8 otherwise accurately represent the number of employees, tangible net worth, income, or financial
9 need of all affiliated entities.

10 **147227.** Defendant Napleton Enterprises, LLC doing business as Napleton
11 Kissimmee Chrysler Dodge Jeep RAM applied for a First Draw PPP loan in the amount of
12 \$1,314,743 with Toyota Financial Savings Bank which was approved on April 12, 2020. Loan
13 processing fees are estimated at approximately \$39,442. Napleton Enterprises, LLC received
14 forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Enterprises,
15 LLC did not identify all affiliated entities or otherwise accurately represent the number of
16 employees, tangible net worth, income, or financial need of all affiliated entities.

17 **148228.** Defendant Napleton's Palm Beach Imports, LLC doing business as
18 Napleton's Napleton's Palm Beach Acura applied for a First Draw PPP loan in the amount of
19 \$763,077 with JPMorgan Chase Bank, National Association which was approved on April 9,
20 2020. Loan processing fees are estimated at approximately \$22,892. Napleton's Palm Beach
21 Imports, LLC received forgiveness for the First Draw PPP loan. However, in its PPP application,
22 Napleton's Palm Beach Imports, LLC did not identify all affiliated entities or otherwise
23 accurately represent the number of employees, tangible net worth, income, or financial need of
24 all affiliated entities.

25 **149229.** Defendant EFN West Palm Motor Sales, LLC dba Napleton's West Palm
26 Hyundai applied for a First Draw PPP loan in the amount of \$1,177,870 with Toyota Financial
27 Savings Bank which was approved on April 14, 2020. Loan processing fees are estimated at
28

1 approximately \$35,336. EFN West Palm Motor Sales, LLC received forgiveness for the First
2 Draw PPP loan. However, in its PPP application, EFN West Palm Motor Sales, LLC did not
3 identify all affiliated entities or otherwise accurately represent the number of employees, tangible
4 net worth, income, or financial need of all affiliated entities.

5 230. Defendant Napleton Orlando Imports, LLC doing business as
6 Napleton'sNapleton's Volkswagen of Orlando applied for a First Draw PPP loan in the amount
7 of \$542,897 with Old National Bank which was approved on April 30, 2020. Loan processing
8 fees are estimated at approximately \$16,286. Napleton Orlando Imports, LLC received
9 forgiveness for the First Draw PPP loan. However, in its PPP application, Napleton Orlando
10 Imports, LLC did not identify all affiliated entities or otherwise accurately represent the number
11 of employees, tangible net worth, income, or financial need of all affiliated entities.

12 450231. Defendant Napleton Sanford Imports, LLC doing business as Napleton's
13 Volkswagen of Sanford applied for a First Draw PPP loan in the amount of \$539,752 with First
14 Midwest Bank, A Division of Old National Bank which was approved on April 30, 2020. Loan
15 processing fees are estimated at approximately \$16,192. The loan has Exemption 4 listed for its
16 loan status. However, in its PPP application, Napleton Sanford Imports, LLC did not identify all
17 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
18 income, or financial need of all affiliated entities.

19 232. Defendant North Palm Motors, LLC doing business as Napleton Northlake Kia
20 applied for a First Draw PPP loan in the amount of \$740,390 with First Midwest Bank, A
21 Division of Old National Bank which was approved on April 30, 2020. Loan processing fees are
22 estimated at approximately \$22,211. The loan has Exemption 4 listed for its loan status.
23 However, in its PPP application, North Palm Motors, LLC did not identify all affiliated entities
24 or otherwise accurately represent the number of employees, tangible net worth, income, or
25 financial need of all affiliated entities.

26 233. Defendant North Palm Hyundai, LLC doing business as Napleton's North Palm
27 Hyundai applied for a First Draw PPP loan in the amount of \$613,282 with Bank of America,
28

1 National Association which was approved on April 12, 2020. Loan processing fees are estimated
2 at approximately \$18,398. North Palm Hyundai, LLC received forgiveness for the First Draw
3 PPP loan. However, in its PPP application, North Palm Hyundai, LLC did not identify all
4 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
5 income, or financial need of all affiliated entities.

6 234. Defendant Clermont Motors, LLC doing business as Napleton Clermont Chrysler
7 Jeep Dodge RAM applied for a First Draw PPP loan in the amount of \$1,033,255 with JPMorgan
8 Chase Bank, National Association which was approved on April 11, 2020. Loan processing fees
9 are estimated at approximately \$30,997. Clermont Motors, LLC received forgiveness for the
10 First Draw PPP loan. However, in its PPP application, Clermont Motors, LLC did not identify all
11 affiliated entities or otherwise accurately represent the number of employees, tangible net worth,
12 income, or financial need of all affiliated entities.

13 235. Defendant Augusta Imports, LLC doing business as Napleton Infiniti of Augusta
14 applied for a First Draw PPP loan in the amount of \$401,512 with Bank of America, National
15 Association which was approved on April 29, 2020. Loan processing fees are estimated at
16 approximately \$12,045. Augusta Imports, LLC received forgiveness for the First Draw PPP loan.
17 However, in its PPP application, Augusta Imports, LLC did not identify all affiliated entities or
18 otherwise accurately represent the number of employees, tangible net worth, income, or financial
19 need of all affiliated entities.

20 236. Defendant Macon Imports, LLC doing business as Infiniti of Macon applied for a
21 First Draw PPP loan in the amount of \$255,782 with JPMorgan Chase Bank, National
22 Association which was approved on April 10, 2020 and a Second Draw PPP loan in the amount
23 of \$282,960 with First Midwest Bank, A Division of Old National Bank which was approved on
24 April 28, 2021. Loan processing fees are estimated at approximately \$12,789 and approximately
25 \$14,148, respectively. Macon Imports, LLC received forgiveness for both the First Draw PPP
26 loan and Second Draw PPP loan. However, in its PPP applications, Macon Imports, LLC did not
27 identify all affiliated entities or otherwise accurately represent the number of employees, tangible

28

1 net worth, income, or financial need of all affiliated entities. Moreover, in the Second Draw PPP
2 loan application, Macon Imports, LLC did not list an accurate number of employees that
3 included employees at all affiliated entities. Applying with only a select subset of dealerships
4 also made it impossible for lenders to assess whether affiliated entities suffered the sufficient
5 reduction in gross receipts required for Second Draw PPP loan eligibility.

6 237. Defendant EFN Westmont Real Estate Holdings LLC withheld information from
7 PPP loan applications that would have further shown that Napleton Auto Group and affiliated
8 entities were ineligible for PPP loans.

9 451238. Defendant EFN Lansing Property LLC withheld information from PPP
10 loan applications that would have further shown that Napleton Auto Group and affiliated entities
11 were ineligible for PPP loans.

12 452239. Defendant EFN Urbana Properties LLC withheld information from PPP
13 loan applications that would have further shown that Napleton Auto Group and affiliated entities
14 were ineligible for PPP loans.

15 453240. Defendant Napleton's RockfordNapleton Properties LLC withheld
16 information from PPP loan applications that would have further shown that Napleton Auto
17 Group and affiliated entities were ineligible for PPP loans.

18 454241. Defendant SedleySedgley Partners LLC withheld information from PPP
19 loan applications that would have further shown that Napleton Auto Group and affiliated entities
20 were ineligible for PPP loans.

21 455242. Defendant EFN Carmel Properties LLC withheld information from PPP
22 loan applications that would have further shown that Napleton Auto Group and affiliated entities
23 were ineligible for PPP loans.

24 456243. Defendant EFN Fishers Properties LLC withheld information from PPP
25 loan applications that would have further shown that Napleton Auto Group and affiliated entities
26 were ineligible for PPP loans.

27 457244. Defendant EFN Import Properties LLC withheld information from PPP
28

1 loan applications that would have further shown that Napleton Auto Group and affiliated entities
2 were ineligible for PPP loans.

3 158245. Defendant EFN Wayzata Properties LLC withheld information from PPP
4 loan applications that would have further shown that Napleton Auto Group and affiliated entities
5 were ineligible for PPP loans.

6 159246. Defendant EFN St Peters Property II LLC withheld information from PPP
7 loan applications that would have further shown that Napleton Auto Group and affiliated entities
8 were ineligible for PPP loans.

9 247. Defendant EFN 4951 Executive Centre Property LLC withheld information from
10 PPP loan applications that would have further shown that Napleton Auto Group and affiliated
11 entities were ineligible for PPP loans.

12 460248. Defendant EFN St. Louis Property LLC withheld information from PPP
13 loan applications that would have further shown that Napleton Auto Group and affiliated entities
14 were ineligible for PPP loans.

15 461249. Defendant Napleton Equities LLC withheld information from PPP loan
16 applications that would have further shown that Napleton Auto Group and affiliated entities were
17 ineligible for PPP loans.

18 462250. Defendant EFN Brookfield Property LLC withheld information from PPP
19 loan applications that would have further shown that Napleton Auto Group and affiliated entities
20 were ineligible for PPP loans.

21 463251. Defendant EFN Bluemound Property LLC withheld information from PPP
22 loan applications that would have further shown that Napleton Auto Group and affiliated entities
23 were ineligible for PPP loans.

24 464. Defendant 100 West Golf LLC withheld information from PPP loan applications
25 that would have further shown that Napleton Auto Group and affiliated entities were ineligible
26 for PPP loans.

27 465. Defendant EFN Hazelwood Properties252. Defendant 100 West Golf LLC

1 withheld information from PPP loan applications that would have further shown that Napleton
2 Auto Group and affiliated entities were ineligible for PPP loans.

3 253. Defendant EFN Hazelwood Properties LLC withheld information from
4 PPP loan applications that would have further shown that Napleton Auto Group and affiliated
5 entities were ineligible for PPP loans.

6 254. Defendant Napleton Investment Partnership LP withheld information from PPP
7 loan applications that would have further shown that Napleton Auto Group and affiliated entities
8 were ineligible for PPP loans.

9 255. Defendant EFN Rochester Properties LLC withheld information from PPP loan
10 applications that would have further shown that Napleton Auto Group and affiliated entities were
11 ineligible for PPP loans.

12 256. Defendant EFN Hazelwood Properties LLC withheld information from PPP loan
13 applications that would have further shown that Napleton Auto Group and affiliated entities were
14 ineligible for PPP loans.

15 257. Defendant EFN Wyoming Valley Properties LLC withheld information from PPP
16 loan applications that would have further shown that Napleton Auto Group and affiliated entities
17 were ineligible for PPP loans.

18 258. Defendant EFN Ellwood Property LLC withheld information from PPP loan
19 applications that would have further shown that Napleton Auto Group and affiliated entities were
20 ineligible for PPP loans.

21 259. Defendant EFN Downers Grove Property LLC withheld information from PPP
22 loan applications that would have further shown that Napleton Auto Group and affiliated entities were
23 were ineligible for PPP loans.

24 260. Defendant EFN Aurora Property LLC withheld information from PPP loan
25 applications that would have further shown that Napleton Auto Group and affiliated entities were
26 ineligible for PPP loans.

27 261. Defendants Edward F. Napleton, Maureen Napleton, Stephen R. Napleton,
28

1 William F Napleton, Christopher Napleton, Paul Napleton, Brian Napleton, ~~and~~ Katherine
 2 Napleton, ~~and Ken Stevens~~ withheld information from PPP loan applications that would have
 3 further shown that affiliated entities of Napleton Auto Group were ineligible for PPP loans, such
 4 as information showing that collectively affiliated entities of Napleton Auto Group have many
 5 hundreds of employees. Tables showing applicant names, loan amounts, and jobs reported are
 6 below. Affiliated entities of Napleton Auto Group obtained ~~and sought forgiveness for~~ at least
 7 ~~\$37,413,075~~50,692,910 of PPP loans, including at least ~~\$2,892,542~~3,924,164 of Second Draw
 8 PPP loans.
 9

10 Table 4: Defendants' First Draw PPP Loans

Applicant	Loan Amount
Napleton's Arlington Heights Motors, Inc.	\$1,575,815
Ed Napleton Elmhurst Imports, Inc.	\$1,415,837
Ed Napleton Westmont Imports, Inc.	\$1,145,200
Napleton's Napleton's Autowerks, Inc.	\$1,046,975
Napleton's Napleton's River Oaks Motors, Inc.	\$1,015,247.50
Ed Napleton Calumet City Imports, Inc.	\$915,710
Napleton Automotive of Urbana, LLC	\$892,000
Napleton's Schaumburg Pontiac-GMC Inc.	\$808,022
Napleton Motor Corp.	\$775,565
Napleton Urbana Imports LLC	\$735,500
Napleton's Park Ridge Lincoln Inc.	\$604,407
Napleton's River Oaks Cadillac, Inc.	\$601,102
Napleton's Schaumburg Subaru, Inc.	\$469,797
Napleton's Countryside Motors, Inc.	\$386,315
Napleton Schaumburg Motors,	\$336,125

1	Inc.	
2	Napleton Libertyville, Inc.	\$312,325
3	Napleton's Autowerks of Bourbonnais, Inc.	\$248,000
4	Napleton's Palatine Motors-Holding, Inc.	\$243,270
5	Fran Napleton Lincoln, Inc.	\$234,300
6	<u>Ed Napleton Oak Lawn Imports, Inc.</u>	<u>\$1,011,290</u>
7	<u>Napleton Aurora Imports, Inc.</u>	<u>\$1,165,377</u>
8	<u>Napleton's Goldcoast Imports, Inc.</u>	<u>\$447,580</u>
9	<u>Steve Foley Cadillac, Inc.</u>	<u>\$961,132</u>
10	<u>Napleton 1050, Inc.</u>	<u>\$593,422</u>
11	<u>Napleton 6677, Inc.</u>	<u>\$130,710</u>
12	<u>Napleton Fleet, Inc.</u>	<u>\$188,550</u>
13	<u>North American Automotive Services, Inc.</u>	<u>\$1,572,102</u>
14	<u>Oak Hill Marketing</u>	<u>\$347,947</u>
15	<u>Sessler Ford, Inc.</u>	<u>\$634,675</u>
16	Napleton Carmel Motors, LLC	\$750,280
17	Napleton's Autowerks of Indiana, Inc.	\$488,810
18	Napleton Fishers Imports, LLC	\$471,902
19	Napleton Carmel Imports, LLC	\$356,097
20	Napleton 1301, Inc.	\$131,395
21	Napleton Italian Imports, LLC	\$173,430
22	Napleton Twin Cities Imports, LLC	\$3,369,123
23	Napleton Wayzata Motors, LLC	\$1,306,930
24	Napleton Rochester Imports, LLC	\$346,108
25	Ed Napleton St. Louis Imports, Inc.	\$1,056,562
26	Napleton's Mid Rivers Motors, Inc.	\$910,642
27	Napleton Hazelwood Imports, LLC	\$776,972
28	Napleton Mid Rivers Imports, Inc.	\$648,310
	Napleton St. Louis Imports, LLC	\$581,315
	Napleton Autowerks Missouri, Inc.	\$524,185
	Napleton Wyoming Valley	\$1,249,060

1	Imports, Inc.	
2	<u>Napleton's Ellwood Motors, Inc.</u>	<u>\$433,585</u>
3	Napleton Brookfield Imports, LLC	\$1,572,450
4	Napleton Bluemound Imports, LLC	\$1,541,167.50
5	Napleton Autowerks Wisconsin, Inc.	\$194,072
6	Napleton's North Palm Auto Park, Inc.	\$1,689,493
7	Napleton Enterprises, LLC	\$1,314,743
8	Napleton's Palm Beach Imports, LLC	\$763,077
9	<u>EFN West Palm Motor Sales, LLC</u>	<u>\$1,177,870</u>
10	Napleton Orlando Imports, LLC	\$542,897
11	<u>Napleton Sanford Imports, LLC</u>	<u>\$539,752</u>
12	<u>North Palm Motors, LLC</u>	<u>\$740,390</u>
13	<u>North Palm Hyundai, LLC</u>	<u>\$613,282</u>
14	<u>Clermont Motors, LLC</u>	<u>\$1,033,255</u>
15	<u>Augusta Imports, LLC</u>	<u>\$401,512</u>
	<u>Macon Imports, LLC</u>	<u>\$255,782</u>
	Total	<u>\$34,520,533</u> <u>46,768,746</u>

Table 5: Defendants' Second Draw PPP Loans

Applicant	Loan Amount
Napleton's Schaumburg Pontiac-GMC Inc.	\$642,542
Napleton Urbana Imports LLC	\$680,830
Napleton's Park Ridge Lincoln Inc.	\$607,675
Napleton's Schaumburg Subaru Inc.	\$409,270
Napleton Libertyville, Inc.	\$312,325
<u>Sessler Ford, Inc.</u>	<u>\$748,662</u>
Napleton 1301 Inc.	\$239,900
<u>Macon Imports, LLC</u>	<u>\$282,960</u>
Total	<u>\$2,892,542</u> <u>3,924,164</u>

Table 6: Defendants' Jobs Reported on PPP Applications

1	Applicant	Jobs Reported
2	Napleton's Arlington Heights Motors, Inc.	101 (First Draw)
3	Ed Napleton Elmhurst Imports, Inc.	85 (First Draw)
4	Ed Napleton Westmont Imports, Inc.	71 (First Draw)
5	<u>Napleton's</u> <u>Napleton's</u> Autowerks, Inc.	80 (First Draw)
6	<u>Napleton's</u> <u>Napleton's</u> River Oaks Motors, Inc.	70 (First Draw)
7	Ed Napleton Calumet City Imports, Inc.	60 (First Draw)
8	Napleton Automotive of Urbana, LLC	101 (First Draw)
9	Napleton's Schaumburg Pontiac-GMC Inc.	63 (First Draw) and 61 (Second Draw)
10	Napleton Motor Corp.	62 (First Draw)
11	Napleton Urbana Imports LLC	65 (First Draw) and 65 (Second Draw)
12	Napleton's Park Ridge Lincoln Inc.	40 (First Draw) and 51 (Second Draw)
13	Napleton's River Oaks Cadillac, Inc.	48 (First Draw)
14	Napleton's Schaumburg Subaru, Inc.	32 (First Draw) and 28 (Second Draw)
15	Napleton's Countryside Motors, Inc.	26 (First Draw)
16	Napleton Schaumburg Motors, Inc.	20 (First Draw)
17	Napleton Libertyville, Inc.	22 (First Draw) and 28 (Second Draw)
18	Napleton's Autowerks of Bourbonnais, Inc.	9 (First Draw)
19	Napleton's Palatine Motors- Holding, Inc.	26 (First Draw)
20	Fran Napleton Lincoln, Inc.	18 (First Draw)
21	<u>Ed Napleton Oak Lawn</u> <u>Imports, Inc.</u>	<u>50 (First Draw)</u>
22	<u>Napleton Aurora Imports, Inc.</u>	<u>92 (First Draw)</u>
23	<u>Napleton's Goldcoast Imports,</u> <u>Inc.</u>	<u>30 (First Draw)</u>
24	<u>Steve Foley Cadillac, Inc.</u>	<u>69 (First Draw)</u>
25	<u>Napleton 1050, Inc.</u>	<u>38 (First Draw)</u>
26	<u>Napleton 6677, Inc.</u>	<u>10 (First Draw)</u>
27		
28		

1	<u>Napleton Fleet, Inc.</u>	<u>11 (First Draw)</u>
2	<u>North American Automotive Services, Inc.</u>	<u>103 (First Draw)</u>
3	<u>Oak Hill Marketing</u>	<u>28 (First Draw)</u>
4	<u>Sessler Ford, Inc.</u>	<u>50 (First Draw) and 50 (Second Draw)</u>
5	Napleton Carmel Motors, LLC	49 (First Draw)
6	Napleton's Autowerks of Indiana, Inc.	50 (First Draw)
7	Napleton Fishers Imports, LLC	32 (First Draw)
8	Napleton Carmel Imports, LLC	29 (First Draw)
9	Napleton 1301, Inc.	24 (First Draw) and 25 (Second Draw)
10	Napleton Italian Imports, LLC	19 (First Draw)
11	Napleton Twin Cities Imports, LLC	225 (First Draw)
12	Napleton Wayzata Motors, LLC	99 (First Draw)
13	Napleton Rochester Imports, LLC	28 (First Draw)
14	Ed Napleton St. Louis Imports, Inc.	60 (First Draw)
15	Napleton's Mid Rivers Motors, Inc.	60 (First Draw)
16	Napleton Hazelwood Imports, LLC	64 (First Draw)
17	Napleton Mid Rivers Imports, Inc.	39 (First Draw)
18	Napleton St. Louis Imports, LLC	56 (First Draw)
19	Napleton Autowerks Missouri, Inc.	38 (First Draw)
20	Napleton Wyoming Valley Imports, Inc.	101 (First Draw)
21	<u>Napleton's Ellwood Motors, Inc.</u>	<u>43 (First Draw)</u>
22	Napleton Brookfield Imports, LLC	137 (First Draw)
23	Napleton Bluemound Imports, LLC	125 (First Draw)
24	Napleton Autowerks Wisconsin, Inc.	19 (First Draw)
25	Napleton's North Palm Auto Park, Inc.	160 (First Draw)
26	Napleton Enterprises, LLC	127 (First Draw)
27		
28		

1	Napleton's Palm Beach Imports, LLC	59 (First Draw)
2	<u>EFN West Palm Motor Sales, LLC</u>	<u>95 (First Draw)</u>
3	Napleton Orlando Imports, LLC	43 (First Draw)
4	<u>Napleton Sanford Imports, LLC</u>	<u>37 (First Draw)</u>
5	<u>North Palm Motors, LLC</u>	<u>52 (First Draw)</u>
6	<u>North Palm Hyundai, LLC</u>	<u>51 (First Draw)</u>
7	<u>Clermont Motors, LLC</u>	<u>94 (First Draw)</u>
8	<u>Augusta Imports, LLC</u>	<u>37 (First Draw)</u>
9	<u>Macon Imports, LLC</u>	<u>24 (First Draw) and 27 (Second Draw)</u>
	Total	<u>2,6423,556</u> (First Draw) and <u>258335</u> (Second Draw)*

10 *The First Draw and Second Draw employee totals do not include employee
 11 numbers for ~~dozens of~~ dealerships that did not apply for PPP loans during the
 12 corresponding loan draw periods. Including employees for these dealerships
 13 would add many hundreds of additional employees to the totals.

14 **VIII. CAUSES OF ACTION**

15 **A. FIRST CAUSE OF ACTION** Submission of False Claim 31 U.S.C. § 3729(a)(1)(A)

16 167262. Relator incorporates all of the allegations in the above paragraphs as
 17 though fully alleged herein.

18 168263. A party makes a false claim when they knowingly present, or cause to be
 19 presented, a false or fraudulent claim for payment or approval. 31 U.S.C. § 3729(a)(1)(A).

20 169264. Defendants knowingly made false claims when they certifiedsubmitted
 21 PPP loan applications certifying that they were eligible for PPP loans and that all information
 22 included with their application was true and accurate in material respects and when they
 23 submitted PPP loan forgiveness applications certifying that PPP loan proceeds were used for
 24 eligible purposes when Defendants were never eligible for PPP loans.

25 170265. Without these certifications, the United States would not have provided
 26 Defendants with the millions of dollarsat least approximately \$50,629,910 of PPP loans and

1 forgiven at least approximately \$44,246,337 of the PPP loans that Defendants received.

2 471266. Without these certifications, the United States would not have provided
3 lenders with tens of thousands of an estimated approximately \$1,609,814 dollars of loan
4 processing fees.

5 472267. The United States thus suffered actual damages of millions of dollars at
6 least approximately \$45,856,151 and should be awarded three times these damages and should
7 be awarded maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(A).

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11 **B. SECOND CAUSE OF ACTION**
12 **False Statement in Support of Claim**
13 **31 U.S.C. § 3729(a)(1)(B)**

14 473. Relator incorporates all of the allegations in the above paragraphs as though fully
15 alleged herein.

16 268. Relator incorporates all of the allegations in the above paragraphs as though fully
17 alleged herein.

18 474269. A party makes a false claim when they knowingly make, uses, or cause to
19 be made or used, a false record or statement material to a false or fraudulent claim. 31 U.S.C. §
20 3729(a)(1)(B).

21 475270. Defendants knowingly made numerous false statements about their size
22 when they did not identify or otherwise provide information on all affiliated entities in their PPP
23 loan and forgiveness applications.

24 476271. Without these false statements, the United States would not have provided
25 Defendants with the millions of dollars at least \$50,629,910 of PPP loans and forgiven at least
26 approximately \$44,246,337 of the PPP loans that Defendants received.

27 477272. Without these false statements, the United States would not have provided
28

1 lenders with ~~tens of thousands of~~an estimated approximately \$1,609,814 dollars of loan
2 processing fees.

3 ~~178273.~~ The United States thus suffered actual damages of ~~at least approximately~~
4 \$45,856,151 millions of dollars and should be awarded three times these damages and should be
5 awarded maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(B).

6 **C. THIRD CAUSE OF ACTION**
7 **Conspiracy to Violate the False Claims Act**
8 **31 U.S.C. § 3729(a)(1)(C)**

9 ~~179274.~~ Relator incorporates all of the allegations in the above paragraphs as
though fully alleged herein.

10 ~~180275.~~ A party violates the False Claims Act when it has conspired to commit a
11 violation of particular subparagraphs of the Act, including subparagraphs (a)(1)(A), (B) or (G).
12 31 U.S.C. § 3729(a)(1)(C).

13 ~~181276.~~ Defendants (including real estate holding companies) knowingly
14 conspired to violate the False Claims Act when in connection with the Addendum A and all
15 communications concerning Addendum A, they separately applied for PPP loans through various
16 lenders, provided agreed to include incomplete and otherwise inaccurate information ~~that did not~~
17 ~~identify the full size of affiliated entities and retained loan proceeds.~~

18 ~~182277.~~ If not for Defendants' provision of information that did not identify the
19 full size of affiliated entities and retention of loan proceeds, the United States would not have
20 provided Defendants with the ~~millions of dollars of~~at least \$50,692,910 of PPP loans and
21 forgiven at least approximately \$44,246,337 of the PPP loans that Defendants received.

22 ~~183278.~~ Without Defendants' provision of information that did not identify the full
23 size of affiliated entities and retention of loan proceeds, the United States would not have
24 provided lenders with ~~tens of thousands of~~an estimated approximately \$1,609,814 dollars of loan
25 processing fees.

26 ~~184279.~~ The United States thus suffered actual damages of ~~millions of dollars at~~
27
28

1 least approximately \$45,856,151 and should be awarded three times these damages and should
2 be awarded maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(C).

3 **D. FOURTH CAUSE OF ACTION**
4 **Avoidance of Obligation to Pay Government**
5 **31 U.S.C. § 3729(a)(1)(G)**

6 280. Relator incorporates all of the allegations in the above paragraphs as though fully
7 alleged herein.

8 485281. Relator incorporates all of the allegations in the above paragraphs as
9 though fully alleged herein.

10 186. A party knowingly makes, uses or causes to be made or used, a false record or
11 statement material to an obligation to pay or transmit money or property to the government, or
12 knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or
transit money or property to the government. 31 U.S.C. § 3729(a)(1)(G).

13 187282. Defendants knowingly avoided their obligation to pay the government
14 when they retained PPP loan proceeds where the proceeds were not used for eligible purposes.
15 This occurred when Defendants received First Draw PPP loan proceeds after the effective date of
16 the \$20 million PPP loan cap and were obligated to return the excess loan proceeds but instead
17 retained the excess loan proceeds.

18 188283. Because Defendants retained PPP loan proceeds, the United States lost
19 millions as much as \$26,768,746 of dollarsFirst Draw PPP loans exceeding \$20 million PPP loan
20 cap and loan processing fees for potentially all First Draw PPP loans which are estimated at
21 approximately \$1,475,386.

22 189284. The United States thus suffered actual damages of millions of dollars as
23 much as \$28,244,132 and should be awarded three times these damages and should be awarded
24 maximum penalties for each violation of 31 U.S.C. § 3729(a)(1)(G).

25 **IX. PRAYER FOR RELIEF**

26 WHEREFORE, Relator respectfully prays that this Court:

27 a. Pursuant to the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*, enter a judgement

1 against Defendants for three times the actual damages that the United States of America has
2 sustained because of Defendants' actions, plus the maximum civil penalty for each violation of
3 31 U.S.C. § 3729;

4 b. Pursuant to 31 U.S.C. § 3730(d), award Relator the maximum amount of proceeds
5 of this action allowed, including reasonable attorneys' fees and costs;

6 c. If the United States elects to intervene and proceed with this action, award Relator
7 between 15% and 25% of the proceeds of this action or of any settlement in accordance with 31
8 U.S.C. § 3730(d)(1);

9 d. If the United States does not proceed with this action, award Relator between 25%
10 and 30% of the proceeds of this action or any settlement in accordance with 31 U.S.C. §
11 3730(d)(2);

12 e. If the United States elects to pursue an alternate remedy, award Relator a share of
13 that alternate remedy in accordance with 31 U.S.C. § 3730(c)(5);

14 f. Award the United States and Relator prejudgment and post judgment interest; and

15 g. Award the United States and Relator all other relief which they are reasonably
16 entitled to receive.

17 **X. DEMAND FOR JURY TRIAL**

18 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Relator demands a jury
19 trial.

21 Respectfully submitted,

22 Dated: October 7, 2024August 25, 2025

23 Signature: _____

24 AARON EZROJ
25 QUI TAM LAW, P.C.
26 Attorney for Relator